

REPRODUCED AT THE NATIONAL ARCHIVES

ENT

ROUTE SLIP

of Originating Section

Initialed by

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**SECTION
CODE**

INITIALED

BY

DATE _____

REMARKS

150 W 6/5

700	8	6/5'
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153.	EL	6/5/44
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5 JUN 1944

W. L. TURNER
Contracting Office
Bureau of Ships

DATE--SERIAL NUMBER

ENCLOSURES

HW

8C

FILE

DATE _____

Cross File

FILE No.

FILE CROSS FILE
DATE OK'D by C. E. N.

Q7M / Seattle-Toronto
LB C.

CLP:jml
6/3/44

5 JUN 1944

Cullen & Dymally
177 Montague Street
Brooklyn 2, New York

Att: Harry G. Hill, Esq.

Dear Sirs:

Reference is made to your letter of 16 September 1943 with respect to certain properties leased by Todd Pacific Shipyards, Inc. and used in connection with Contract NOBs-770. Enclosed therewith was a form of letter which Hooker Electrochemical Company and the New York Trust Company, as trustee, were prepared to submit to the Bureau in connection with the lease agreement dated 1 May 1941 between Hooker and Todd Pacific Shipyards, Inc.

The letter has been modified in respects considered necessary by the Bureau and a copy of the modified form is enclosed herewith. You are requested to obtain the appropriate signatures if it is acceptable to the parties concerned.

In your letter of 2 December 1943 you advised that Todd Pacific Shipyards, Inc. had taken exception to certain modifications of existing leases with Todd Seattle Dry Docks, Inc., as proposed by the Bureau. This matter has not yet been disposed of and should be discussed at the earliest convenient opportunity, as suggested in your letter.

Very truly yours,

Encl. (2-w.)

cc: BuShips (151)

W. L. Turney
Contracting Officer

W. L. Turney
Contracting Officer

Chief of the Bureau of Ships
Navy Department
Washington, D. C.

5 JUN 1944

Dear Sir:

By lease dated May 1, 1941, as extended by letters dated May 21, 1942, February 20, 1943 and , 1944, the undersigned, Hooker Electrochemical Company (hereinafter called the "Lessor"), a New York corporation, has leased certain realty owned by it in the City of Tacoma, Pierce County, Washington, to Todd Pacific Shipyards, Inc. (formerly Seattle-Tacoma Shipbuilding Corporation, Inc., hereinafter called the "Lessee"), a Washington corporation, for the use of the Lessee in connection with its shipbuilding business.

It is understood that under a contract entered into between the United States of America (hereinafter called the "Government") and the Lessee, designated Contract NObs-779, certain shipbuilding facilities (hereinafter called the "Facilities") owned by the Government have been furnished or may hereafter be furnished for the use of the Lessee at the site of such real estate. It is further understood that the Facilities listed in Exhibit "A" attached hereto have heretofore been furnished at such site.

In consideration of the furnishing by the Government of the Facilities for the use of the Lessee under said contract, it is hereby agreed as follows:

- (a) Subject to the terms and conditions of said lease, as hereby modified, the Facilities may be placed and remain on the leased premises and such premises may be used by the Lessee in connection with its performance of said contract;
- (b) The Facilities shall not be or become part of the realty by reason of such location, shall not be affected as to their title by such location, and may at any time be removed by or pursuant to the direction of the Government.
- (c) The Lessee shall, in addition to the sums required to be paid by Paragraph 7 of said lease,

pay all taxes and assessments which may be assessed, charged or levied upon or against the Facilities during the term of said lease or of any renewal or extension thereof, and shall indemnify and hold harmless the Lessor against any and all liability for taxes and assessments charged, levied or assessed upon or against such Facilities.

- (d) The Lessee or the Government may within a reasonable time after the end of the term of said lease as extended or sooner termination thereof remove the Facilities from the leased premises;
- (e) Said lease shall not be terminated or the possession of the Lessee otherwise disturbed by the Lessor unless thirty (30) days written notice thereof shall have first been given to the Chief of the Bureau of Ships;
- (f) The Government and its duly authorized representatives shall at all times have access to the leased premises for the protection of the interests of the Government in the Facilities and the exercise of its rights under such contract; and
- (g) Said lease may at any time be assigned or sublet to or at the direction of the Government without the further consent of the Lessor.

The Lessor further agrees that in the event of any sale, mortgage, or other disposition or encumbrance of any right, title or interest of the Lessor in or to such real estate there will be included in the instrument or instruments affecting the transaction such provisions as may be necessary to give notice of the foregoing agreements, and that the Lessor will upon request of the Chief of the Bureau of Ships execute and acknowledge such instrument or instruments as may be necessary to put on public record evidence of such agreements.

The Lessee has indicated its approval of the foregoing and has thereby agreed to all provisions hereof applicable to it.

These agreements shall be binding upon and inure to the benefit of the successors and assigns of the Lessor and the Lessee, including the Government.

Yours very truly,

HOOVER ELECTROCHEMICAL COMPANY

By _____

Its _____

The New York Trust Company and Augustus C. Downing as trustees under the Indenture of Mortgage of Hoover Electrochemical Company, dated as of February 1, 1937, hereby agree to be bound by the agreements of said Company set forth in the foregoing letter.

THE NEW YORK TRUST COMPANY

By _____
As Trustee as aforesaid

(Augustus C. Downing)
As Trustee as aforesaid

Approved and Accepted
this _____ day of _____, 1944

TODD PACIFIC SHIPYARDS, INC.

By _____

Its _____

EXHIBIT AGovernment-Owned FacilitiesApproximate Cost

Fences	\$ 800
Maintenance Shop	35,000
Bus Loading Shelter	5,700
Board Walks	800
Asphalt Pavement	15,800
Concrete Pavement	600
Restaurant, Storage Building	2,000
Restaurant, Portion of	50
Office	500
Railroad Track	3,000
Garage	1,800
Incinerator	1,500
Rag Storage Building	500
Nut and Bolt Salvage Building	4,000
Salvage Bins	800
Light Poles and Underground Cable	4,000
Parking Bumper Logs	500
Catch Basins and Drainage Lines	1,000
	<u>\$ 79,150</u>

**ROUTE SLIP
AND OFFICE MEMO**

CODE OF ORIGINATING SECTION			INITIALED BY	DATE
SECTION CODE	INITIALED		ENCLOSURE <input type="checkbox"/> BY <input type="checkbox"/> CC	FILE NO.
	BY	DATE		
764A	R/K	12/10		15 DEC 1945
764B	SL	12/10		1205C343
765	WAS	12/10		
7613	WAS	12/11		
760	A	12/14		
156				
764D				
764E	SL	12/13		
761	see 76013 sheet attached			

764-understands that Zeban parcel is of no moment in the her thing set up upon Coast ?? R/K that is my understanding - SL

Parcel not needed in current planning for 765C 10/45

BEATRICE AT Tacoma. Dates 6/10/45 Dec.

761 Cancellation of participant's leave from Navy or Jones with facilities which cost Gov't 790. That is the facilities in Atlantic. England work in in with you and country - R/K

Use pencil or ink for Office Memos; use reverse side for extended comments.

See Qm/World Pacific Shipyard Feb 19, 1946 serial 1290312

To remove and if possible to absorb
remainders in great convenience does
not want to buy all facilities on
its land.

Sup Ships should be requested
to forward ^{attached} a list of all facilities
located on their land area with
certified action and a simple
plot or location plan.

Supplies should also be requested
for the various points of land owner
to produce of these facilities.

Action taken by Code 761 2/19/45 761 KRT2/i
See copy of Dispatch 2/19/45
attached - NAME - 76123

U. S. GOVERNMENT PRINTING OFFICE 16-70812-2

FILE

NUMBER 000000 PER EXECUTIVE ORDER 12356, SECTION 3.3, AND PROJECT 000000, BY RB/USW, DATE 10/13/94

TODD PACIFIC SHIPYARDS INC. TACOMA DIVISION
TACOMA 2, WASHINGTON

28 NOVEMBER 1945

EnShips dated 23 Nov 1945

To: Chief, BuShips

Subj: Lease agreement between Hooker Electrochemical Company, Tacoma, and Todd Pacific Shipyards, Inc., Tacoma; Termination Notice of

1. Forwarded. The Supervisor concurs that the termination of the subject lease as set forth in the basic letter will not interfere with the performance of the vessel contracts of Todd Pacific Shipyards, Inc.

2. Information received since the date of the first endorsement indicates that the last vessel to be constructed by the Tacoma Division under existing Navy contracts is AD-29 which is scheduled to be delivered 2 April 1945.

C. J. HARDESTY
By direction

763

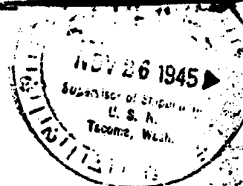
Qm/ Todd Pacific
Qm/ Hooker Electrochemical

12050343

az.

DECLASSIFIED PER EXECUTIVE ORDER 12356, SECTION 3.3, MND PROJECT
NUMBER 1076 52073, BY 28 NSW, DATE 10/13/94

TACOMA DIVISION
POST OF ALEXANDER AVENUE
TACOMA 1, WASHINGTON



Ref-1 on HEDo, Tacoma, ltr
to Chief, BuShips dated
November 23, 1945

26 NOV 1945

To: Chief of the Bureau of Ships
Navy Department
Washington, D. C.

Via: Supervisor of Shipbuilding, USN
Tacoma, Washington

1. Todd Pacific Shipyards Inc., Tacoma Division, does hereby confirm the statements made in the foregoing letter of Hooker Electrochemical Company and is in full accord with the termination of the leasehold as set forth in paragraph 4 thereof. Todd Pacific Shipyards Inc. does further state that by returning to the said lessor the leased property in the manner as set forth in paragraph 4, the same will not result in any interference with the construction of ships for the United States Navy under existing contracts and scheduled delivery dates. The last vessel to be constructed for the United States Navy by the Tacoma Division under existing contracts is AD-30 which is scheduled to be delivered May 20, 1946.

12050343

George F. Kachlein, Jr.
GEORGE F. KACHLEIN, JR.
Assistant General Manager

GFK:bb

763

Qm/ Todd Pacific
Qm/ Hooker Electrochemical

DECLASSIFIED PER EXECUTIVE ORDER 12356, SECTION 3.3, NND PROJECT
 NUMBER 000000 520031 BY 28/USW, DATE 10/13/94

HOOKER ELECTROCHEMICAL COMPANY

TACOMA PLANT

TACOMA, WASHINGTON

November 23, 1945

From: Hooker Electrochemical Company
 Tacoma, Washington

To: Chief of the Bureau of Ships
 Navy Department, Washington D.C.

Via: Todd Pacific Shipyards Inc.
 Tacoma Division, Tacoma, Washington

Subject: Lease agreement dated May 1, 1941 — Hooker Electrochemical
 Company, Lessor; Todd Pacific Shipyards Inc., Lessee —
 Notice of Termination.

Enclosure: (A) Plot plan of leased property.
 (B) Copy of letter dated 21 July 1944 from Hooker Electro-
 chemical Company, approved by Todd Pacific Shipyards
 Inc. to the Chief of the Bureau of Ships
 (C) Copy of letter dated August 23, 1945 from Hooker Electro-
 chemical Company to Todd Pacific Shipyards Inc.

1. By agreement of leasehold dated May 1, 1941, we, Hooker Electro-
 chemical Company, leased to Todd Pacific Shipyards Inc., whose true corporate
 name was then Seattle-Tacoma Shipbuilding Corporation, the following described
 real property situate in Tacoma, Pierce County, Washington, to-wit:

Beginning on the Southeasterly line of Block 1, in plat
 entitled "Ashton Replat", filed in the office of the County Auditor
 of Pierce County, being State Land Commissioner's Replat of Blocks
 13 to 48, Tacoma Tide Lands, King County Annex, at a point on said
 line 890 feet northeasterly from the southerly corner of said Block,
 and being at the intersection of said block line with the northeasterly
 line of Alexander Avenue, as now laid out by the City of Tacoma;
 thence on said southeasterly line of Block 1, north 42° 44' 24" east,
 910 feet to the easterly corner of said Block 1; thence on the north-
 easterly or northerly line of said Block 1, north 47° 15' 36" west for
 a distance of 500.00 feet, to a point; thence parallel with said south-
 westerly line of Block 1, south 42° 44' 24" west for a distance of 910
 feet, to a point in line with the extension of the northeasterly line
 of Alexander Avenue; thence on said extended line, south 47° 15' 36"
 east for a distance of 500.00 feet, to the point of beginning;

763

Qm/Todd Pacific 12050343
 Qm/Hooker Electrochemical

DECLASSIFIED PER EXECUTIVE ORDER 12356, SECTION 3.3, NND PROJECT
 NUMBER DAF 5-0232 BY 28/USW, DATE 10/13/94

Excepting therefrom, however, the southeasterly 120 feet of said tract for a distance of 225 feet northeasterly from the north-easterly line of Alexander Avenue extended, and also excepting that portion of said tract constituting the spur track right of way granted by Lessor herein to Lessee herein by agreement dated July 16, 1940.

to be used by the lessee as a parking lot for the term of one year commencing on the 1st day of May, 1941, and ending on the 30th day of April, 1942, with provisions, among others, whereby the lessee was given the right of extending the lease from year to year, and that either the lessor or lessee should have the right to terminate the lease, or any extension or renewal thereof, at any time by giving to the other party ninety days' written notice of its intention so to do. The lease as subsequently modified, has been extended from year to year. Attached hereto as Enclosure (A) is a plat upon which is shown the leased premises.

2. Subsequent to the execution of said lease dated May 1, 1941, at the request of Todd Pacific Shipyards Inc. and representatives of the Navy Department, this company agreed in writing, among other things to give the Chief of the Bureau of Ships thirty days' written notice of any termination thereof. (See Enclosure B)

3. On August 25, 1945, this company gave written notice to Todd Pacific Shipyards Inc. that it desired to terminate the aforementioned lease on December 31, 1945 (Enclosure C). Todd Pacific Shipyards Inc. thereafter orally requested that this company extend the time for cancellation of all of the leasehold to February 1, 1946 and to be allowed to retain a portion of the leasehold from February 1, 1946 to June 1, 1946 in order that said company could orderly carry out the remaining uncompleted portion of its ship construction program for the United States Navy. This company has now acceded to the request of said Todd Pacific Shipyards Inc. and as a result of conferences with representatives of said company, takes the following action with respect to said leasehold.

4. Now that the national emergency is over and the property covered by this lease is needed by this company for expansion of our plant facilities, we hereby notify Todd Pacific Shipyards Inc. and the Chief of the Bureau of Ships that we have elected to terminate the lease as to all property covered thereby, except the shaded areas marked "A" and "B" respectively, shown upon the attached plat Enclosure (A) on January 31, 1946 and to terminate the lease as to said shaded areas "A" and "B" on May 31, 1946. The lessee, however, will not be required to pay rental upon the shaded areas "A" and "B" respectively during the period beginning February 1, 1946 and ending May 31, 1946.

Yours very truly,

HOOVER ELECTROCHEMICAL COMPANY

[Signature]
 Works Manager, Tacoma Plant

JAF:EC
 Encls. 3

12957 9343

RG 19 Bureau of Ships
General Correspondence
1940-1945

QM/Todd Pacific Shipyard

Box 1006
(contains Vols
18-20)

(Vol. 20)

Corrected copy

Appropriation: None

RENEWAL OF GOVERNMENT LEASE

You are hereby notified that under the provisions of Paragraph of Government lease:

My(R)-4325 with Hooker Electrochemical Company, d. 2/13/48 covering use of certain property in Tacoma, Washington, for Naval purposes,

X49-117-Ru

the United States of America elects to renew the said lease, as the same may have been amended, for the period of ~~one~~ years from and after ~~June 1, 1954~~ and by these presents does renew, extend, and adopt the said lease and all the terms and conditions thereof for the period beginning ~~June 1, 1954~~ and ending ~~June 30, 1959~~ May 31, 1961.

Dated at Washington, D. C., 15 MAR 1956 ¹⁹ ~~XX~~

THE UNITED STATES OF AMERICA,

By David W. [Signature]
By direction of the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy.

Hooker Electro-Chemical Company
Tacoma Plant
Tacoma 1, Washington

Copy to:
GAO (Audit)
BUSHIPS
DPWO 13ND
NRAO 13ND
SUPOE Area VII
CO NAVSTA Tacoma, Wash.
BUSHIPS (761)

NOTE: ~~THIS IS A REPRODUCED COPY OF THE ORIGINAL DOCUMENT.~~

042362

134

Appropriation: None

RENEWAL OF GOVERNMENT LEASE

You are hereby notified that under the provisions of Paragraph 5 of Government lease:

NAVY(R)-43283 with Hooker Electrochemical Company, d. 2/13/48 covering use of certain property in Tacoma, Washington, for Naval purposes,

NA9-117-Ta

the United States of America elects to renew the said lease, as the same may have been amended, for the period of one year from and after ~~June 30, 1956~~ 1956 and by these presents does renew, extend, and adopt the said lease and all the terms and conditions thereof for the period beginning ~~June 30, 1956~~ 1956 and ending ~~June 30, 1961~~ May 31, 1961.

Dated at Washington, D. C.,

XXX.

THE UNITED STATES OF AMERICA,

By David W. Andrew

By direction of the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy.

Hooker Electro-Chemical Company
Tacoma Plant
Tacoma, Washington

Copy to:
SAS (AM18)
BUSHIPS
DPWD 1ND
NRAS 1ND
SUPON Area VII
60 NAVSTA Tacoma, Wash.
BUSHIPS (761)

NOTE: ~~Enclosed herewith is a copy of this notice.~~

0111362

Appropriation: ~~None~~

Requisition:

RENEWAL OF GOVERNMENT LEASE

You are hereby notified that under the provisions of Paragraph 5 of Government lease:

NAVY (N)-11283 with Hooker Electrochemical Company, d. 2/13/48 covering use of certain property in Tacoma, Washington, for Naval purposes,

X49-117-Ta

the United States of America elects to renew the said lease, as the same may have been amended, for the period of one year from and after ~~January 1, 1951~~ ^{May 1, 1951}, and by these presents does renew, extend, and adopt the said lease and all the terms and conditions thereof for the period beginning ~~May 1, 1951~~ ^{May 1, 1951}, and ending ~~May 31, 1956~~ ^{May 31, 1956}.

Dated at Washington, D. C., 28 Feb 1951 ~~XXXX~~.

THE UNITED STATES OF AMERICA.

By Frank E. Conkrama
By direction of the Chief of the
Bureau of Yards and Docks, acting
under the direction of the Secretary of the Navy.

Hooker Electro-Chemical Company
Tacoma Plant
Tacoma, Washington

Copies to:
SAO (AUDIT)
BUSHIPS
BPWO, 1ND
NRAC, 1ND
SUPCR AREA VII
CO NAVSTA Tacoma
BUSHIPS
~~BUSMIL~~

NOTE: Please acknowledge receipt of this notice.

THIS AGREEMENT, made and entered into, and between
 HOOKER ELECT. MECHANICAL COMPANY, a corporation organized and
 existing under and by virtue of the laws of the State of New
 York, hereinafter called "Hooker", as First Party, and UNITED
 STATES OF AMERICA, hereinafter called the "Government", as Second
 Party,

W I T N E S S E T H

KNOW ALL MEN, that Hooker is the owner of the following described
 property situate in Pierce County, Washington, to-wit:

Beginning on the southeasterly line of Block 1, in
 plat entitled "Auction Replat", filed in the office of
 the County Auditor of Pierce County, being State Land
 Commissioner's Replat of Blocks 13 to 45, Tacoma Tide
 Lands, P. M. 170th Index, at a point on said line 90
 feet northeasterly from the southerly corner of said
 block, and being at the intersection of said block line
 with the northeasterly line of Alexander Avenue, as
 now laid out by the City of Tacoma; thence on said south-
 easterly line of Block 1, north 42° 41' 24" east, 710
 feet to the easterly corner of said Block 1; thence on
 the northeasterly or northerly line of said Block 1,
 north 47° 15' 30" east for a distance of 500.00 feet,
 to a point; thence parallel with said southeasterly
 line of Block 1, south 42° 41' 24" west, for a distance
 of 910 feet, to a point in line with the extension of
 the northeasterly line of Alexander Avenue; thence on
 said extended line, south 47° 15' 30" east for a distance
 of 500.00 feet, to the point of beginning; together with
 easement over the northeasterly half of the extension
 of the northeasterly 100 feet of said Alexander Avenue,
 this easement being a strip 50 feet wide and 500.00 feet
 long, continuous with and adjoining the southeasterly
 line of said tract above described;

that a map of Hooker's property hereinabove described is hereto
 attached, marked "Exhibit A" and known as Drawing No. EA269; and

KNOW ALL MEN, that the Government is the owner or in possession of
 the following described property situate in Pierce County,
 Washington, to-wit:

Beginning on the northeasterly line of Block 1, in
 plat entitled "Auction Replat", filed in the office of
 the County Auditor of Pierce County, being State Land
 Commissioner's Replat of Blocks 13 to 45, Tacoma Tide
 Lands, P. M. 170th Index, at a point on said line 500

feet northwesterly from the easterly corner of said Block 1, thence parallel with the southeasterly line of said Block 1, South 42° 44' 24" West 970 feet to the projected center line of Alexander Avenue, thence on said projected center line North 47° 15' 36" West 287.143 feet, thence parallel with southeasterly line of Block 1 South 42° 44' 24" West 830 feet to the southwesterly line of said Block 1, thence on said southwesterly line of Block 1 North 47° 15' 36" West 1210 feet, more or less, to an intersection with the Government Pierhead line, thence northerly, following said Pierhead line to an intersection with the southwesterly line of Hylebos Creek waterway, thence following said waterway line and the northeasterly line of said Block 1, South 47° 15' 36" East 250 feet, more or less, to the place of beginning, containing 24.066 acres, more or less;

which property adjoins the property of Hooker; and

WHEREAS, a portion of the cafeteria building situated on the Government's property encroaches upon Hooker's property, and the Government, or its predecessor in interest, has heretofore constructed electrical distribution manholes and accessories, more particularly hereinafter referred to, on Hooker's property, and the Government is desirous of maintaining a portion of its cafeteria building and its electrical distribution manholes and accessories upon Hooker's property and of installing and maintaining a sewer over and across Hooker's property, with the right to enter upon said property for the purposes and during the term hereinafter specified, and of the use of Hooker's spur track more particularly hereinafter described;

NOW, THEREFORE, for and in consideration of the full and prompt performance of all the terms, covenants and conditions herein contained on the part of the Government to be performed, kept and/or observed, and of other good and valuable consideration, in hand received by Hooker, the parties hereto do hereby agree as follows:

I.

Hooker does by these presents, subject to the conditions and provisions hereinafter set forth, permit, authorize and consent

That the Government may maintain, operate, repair and remove its electrical distribution manholes and accessories, and that portion of its cafeteria building encroaching upon Hooker's property in their present locations shown in that portion of the area shaded in yellow on the attached drawing No. 2K269, more particularly described as follows, to-wit:

Beginning on the southeasterly line of Hooker's property at a point 26' 9" southwesterly of the northwesterly corner of Hooker's property; thence 16' northeasterly parallel with the northwesterly line of Hooker's property; thence 20' 1" northwesterly parallel with the southeasterly line of Hooker's property; thence 34' 6" northeasterly parallel with the northwesterly line of Hooker's property; thence 1' 8" northwesterly to the northwesterly line of Hooker's property,

for a period of five years from and after the 31st day of May, 1946, with the right from time to time during said period to enter upon said property for the purpose of passing and repassing from Alexander Avenue, as extended, to the loading platform of the cafeteria building, and of making repairs to said electrical distribution manholes and accessories, the cafeteria building and the fence referred to in Article III hereof.

That the Government may install, maintain, operate and repair a sewer, with necessary manholes and grease trap in connection therewith, in and across that portion of Hooker's property described as follows, to-wit:

A strip of land not exceeding 15' in width paralleling the northwesterly line of Hooker's property for a distance of not more than 450' from the northwesterly corner of said property,

along the line and at the points shaded in red on the attached drawing No. 2K269, for a period of five years from and after the 31st day of May, 1946, with the right from time to time during said period to enter upon said strip of land for the

purpose of installing, maintaining and repairing said sewer, man-holes and grease trap, and of repairing the Government's building, now known as the Women's Locker Room, situate on the Government's property along Hooker's northwesterly property line, as may be necessary for such purposes. Said sewer shall be installed, maintained and repaired in a manner satisfactory to and approved by Hooker.

C. That the Government may use, in common with Hooker, Hooker's spur track and switches shaded in brown on the attached Drawing No. EK269, which spur track connects with two railroad sidings owned by the Government, for a period of twenty years from and after the 11st day of May, 1946.

II.

The Government, in consideration of the granting of said permits and licenses, covenants and agrees to and with Hooker that upon the expiration of the terms of the licenses described in Article I, Paragraphs A and B hereof, or of any extension or renewal thereof, or of any sooner termination of this agreement, the Government shall, and agrees that it will, remove that portion of its cafeteria building, electrical distribution manholes and accessories, and all other property or encroachments owned or made by the Government and then situate upon Hooker's property from Hooker's property, and restore the premises as nearly as possible to the same state and condition in which they were prior to the construction or installation thereof.

III.

The Government shall, and agrees that it will, build and erect a substantial board fence along the southeasterly and northeasterly lines of that portion of Hooker's property more particularly described in said Article I, Paragraph A hereof, so

as to separate and divide that portion of Hooker's property on which the Government is hereby permitted to maintain the electrical distribution manholes and accessories and the encroachment of a portion of the Government's cafeteria building from the rest of Hooker's property, and shall, and agrees that it will, keep and maintain said fence in good order, condition and state of repair during the term of the licenses described in Article I, Paragraphs A and B hereof, or of any extension or renewals of said licenses, and upon the expiration of the term of said licenses, or of any extension or renewals thereof, or any sooner termination of this agreement, the Government shall, and agrees that it will, at its expense, remove said fence. The Government shall, and agrees that it will, keep the doors and other entrances on the southeasterly side of its building, now known as the Women's Locker Room, closed and locked at all times during the term of the licenses described in Article I, Paragraphs A and B hereof, and of any extension or renewals thereof.

IV.

The Government's use of Hooker's spur track shall be casual, and shall be limited to an average of not more than two (2) movements of cars within any one calendar month, and the Government shall, and agrees that it will, give Hooker forty-eight (48) hours notice of any contemplated movement of cars. Should the movement of cars by or for the Government require the movement of any car or cars of Hooker in order to obtain access to the Government's property, such movement of Hooker's cars shall be made by the Government in a careful and prudent manner and at its expense, and the Hooker cars shall, without delay, be returned to the location on which standing prior to movement by the Government. The Government shall not store or stand cars on Hooker's track. The right of

Hooker to make minor changes in the location of said spur track is specifically reserved to it, but in the event of the removal of the spur track from its present location, the Government shall be and is permitted, at its expense, to connect with the spur as relocated, and thereafter during the term of the license, use said spur track, subject to the terms and conditions hereof.

V.

The Government shall, and agrees that it will, build and erect a substantial fence along Hooker's northwesterly property line which divides Hooker's property from the Government's property, which fence shall extend from the outer face of the Government's dock to the building situate on the Government's property, now known as the Women's Locker Room, which is approximately 460 feet distant northeasterly from Hooker's northwesterly corner, and shall, and agrees that it will, build and erect substantial gates across the two switches connecting with the Government's spur tracks, which shall be built in line with said fence, and the Government shall maintain said fence and gates in good order and condition and state of repair so long as it shall be permitted the use of Hooker's said spur track and switches. The gates shall be kept closed and locked except when required to be opened during the movement of Government cars.

VI.

The Government agrees that in so far as it may legally do so it will indemnify Hooker for and save harmless Hooker from all loss or damage which may result to Hooker directly or indirectly caused by the operation or negligence of the Government, its agents or employees, in connection with or arising out of the exercise by the Government of the rights herein granted, including

all loss or damage to the Government's own property or injury to the person or property of others.

VII.

In case the Government should make default in any way of the covenants and agreements herein contained on its part to be kept, performed and observed, and such default shall continue after thirty (30) days' notice in writing shall have been given the Government, then after the expiration of said thirty-day period, said default not having been remedied, Hocker shall have the right to revoke and terminate this agreement and the licenses granted the Government thereunder forthwith.

VIII.

This agreement shall be personal to the Government and in case the Government shall attempt to assign or transfer the same, in whole or in part, without the written consent of Hocker, or in case the Government shall abandon its use of its property as a military facility, or shall transfer or lease its property, such act of the Government shall ipso facto terminate this agreement and the licenses granted the Government thereunder.

IX.

Any notice in any manner relating to this instrument may be given by Hocker to the Government by mailing the same, postage prepaid, by registered mail, directed to Commandant, Thirteenth Naval District, at Seattle, Washington, and any notice in any manner relating to this instrument may be given by the Government to Hocker by mailing the same, postage prepaid, by registered mail, directed to Hocker Electrochemical Company, 605 Alexander Avenue, Tacoma, Washington.

X.

The Government hereby transfers title to the truckage and

switches and two buildings owned by the Government and situated on Becker's property, known as the Automobile Maintenance Building and the Salvage Building, respectively, in release or discharge of any obligation on the part of the Government or its contractors to remove said trucks, switches and buildings, and to restore the property on which the same are situated to its original state and in consideration of the sum of \$2,500.00 cash, to be paid by Becker upon execution and delivery by the Government of this agreement. The Government hereby acknowledges that it has no interest in or claim upon Becker's property above described or any facility erected thereon other than as specifically set forth in this agreement.

XI.

The Government shall have and is hereby given the right and privilege of extending or renewing the licenses described in Article I, Paragraphs A and B hereof, without the payment of any monetary consideration, but subject to all the terms and conditions hereof, for three additional terms of five (5) years each, by giving written notice of its desire to extend or renew at least thirty (30) days prior to the expiration of each term.

XII.

Except as otherwise provided herein, the terms and conditions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

XIII.

This agreement is to take effect as and of the 1st day of June, 1946, and shall speak as of and from said date instead of the date of its actual execution.

IN WITNESS WHEREOF, the parties hereto have executed

THIS DOCUMENT CONTAINS NEITHER RECOMMENDATIONS NOR

1948

ROCKWELL ELECTROCHEMICAL COMPANY

By _____
Its President.

Its Secretary.

UNITED STATES OF AMERICA

By _____

In Witness Whereof, I have hereunto set my hand and the seal of the Department of the Interior, at Washington, D.C., this _____ day of _____, 1948.

STATE OF NEW YORK
County of Niagara ss.

On this _____ day of _____, 1948, before me personally appeared E. R. BARTLEY and ARSLEY WILCOX 2nd, to me known to be the President and Secretary, respectively, of ROCKWELL ELECTROCOMMERCIAL COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

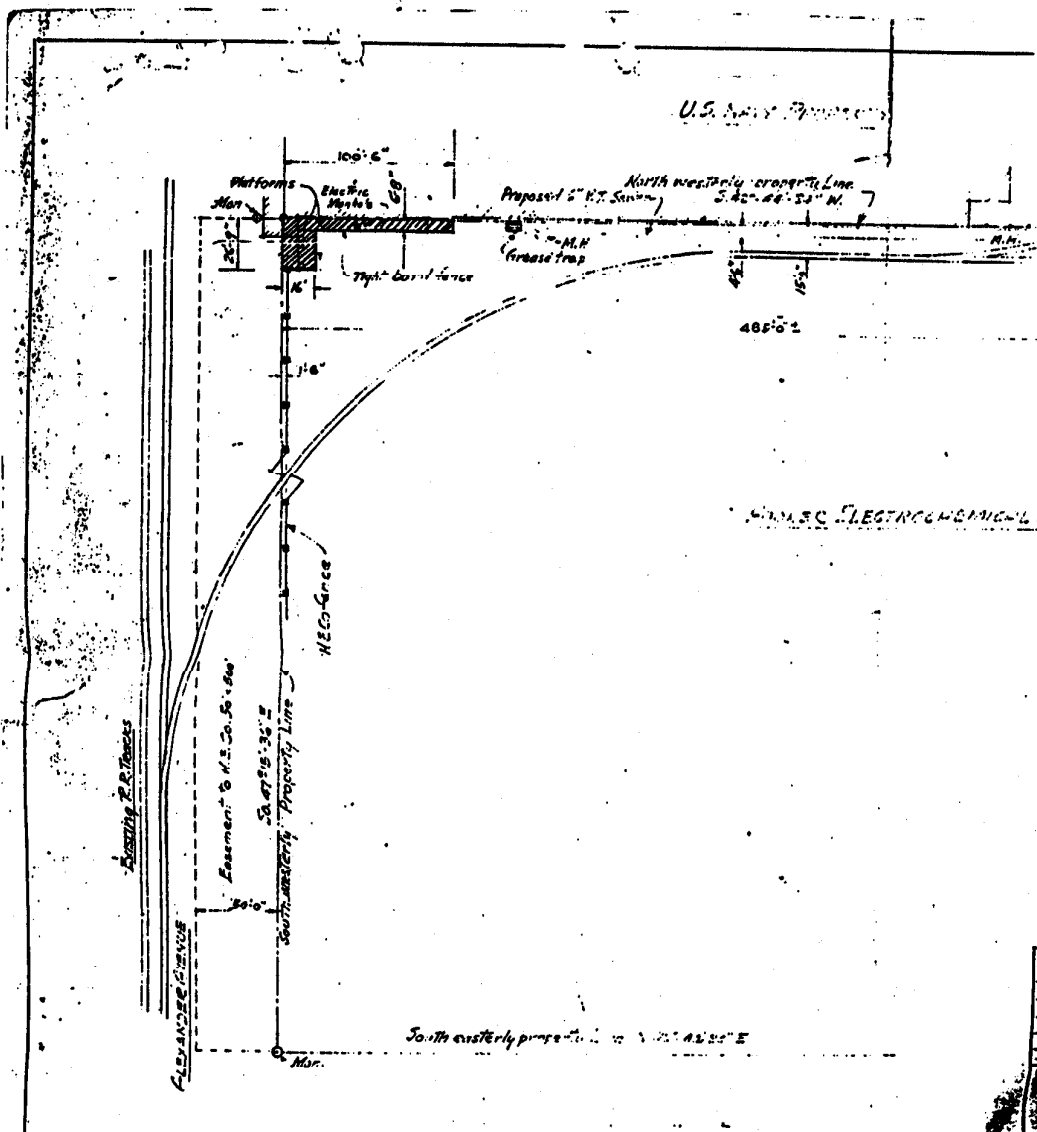
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

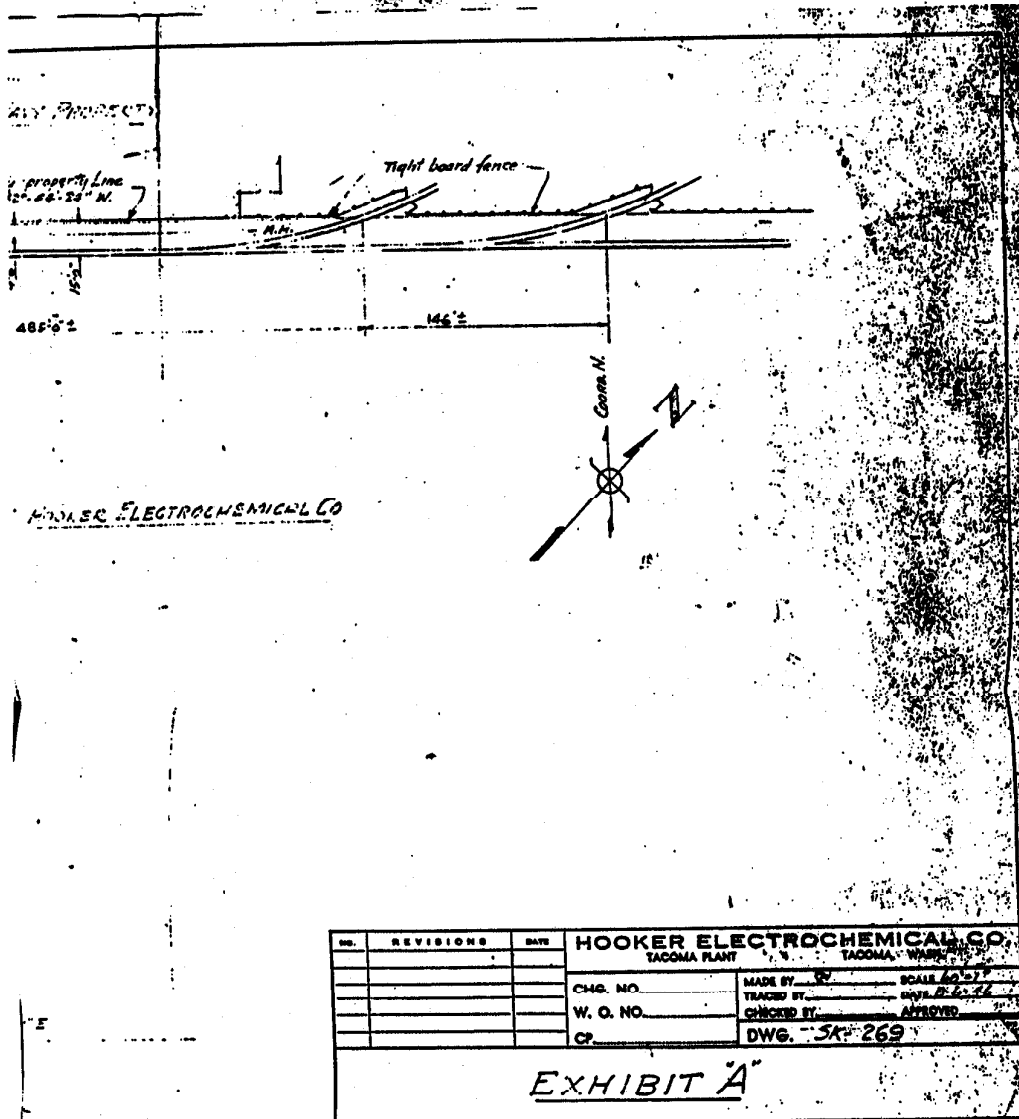
Notary Public in and for the State of
New York, residing at _____

The sale was conducted pursuant to authority in Section 24(b)(2) of the Surplus Property Act of 1944, as amended, and War Assets Administration Regulation No. 5, Section 6305.7(b)(iv) dated 27 March 1947. Section 29 of the Surplus Property Act of 1944, as amended, contains the following provisions:

Surplus property disposals may be made without regard to any provision in existing law for competitive bidding, unless the Board shall determine that disposal by competitive bid will in a given case better effectuate the policy of the Act.

Attention is invited to Section 9(a) of Public Law 600, approved August 1946, which exempts from the requirements of that Section disposals as authorized by Section 29 of the Surplus Property Act of 1944.





GENERAL SERVICES ADMINISTRATION



Region 10 *Region 10*
Seattle 4, ~~Washington~~ *Seattle 4, Washington*

December 29, 1959

In reply refer to: 10PRD
N-Wash-595 PLEASE REFER TO:

Mr. S. Erdahl, President
Board of Port Commissioners
Port of Tacoma
Tacoma, Washington

Dear Mr. Erdahl:

Attached is executed copy of the War Department Approval of Plans dated September 20, 1948 covering a portion of an existing wharf at the Tacoma Naval Station and an executed copy of Agreement No. NO-y(R)-43283 executed February 13, 1948 between the Hooker Electrochemical Company and the United States of America which permits certain encroachments on the property owned by the Hooker Electrochemical Company.

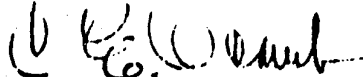
The United States of America, acting by and through the Administrator of General Services, hereby assigns to the Port of Tacoma all its right, title and interest in and to the attached agreement with Hooker Electrochemical Company, without warranty or representation of any nature whatsoever. By the acceptance of this assignment, the Port of Tacoma agrees to relieve the Government of any and all responsibilities or obligations (including restoration obligations) that may arise under this agreement after the effective date hereof.

The United States of America, acting by and through the Administrator of General Services, hereby assigns to the Port of Tacoma the attached War Department Approval of Plans. The Port of Tacoma shall acquire no greater rights under this assignment than are set out in said War Department Approval of Plans. By the acceptance of this assignment, the Port of Tacoma agrees to comply with all the terms and conditions of said War Department Approval of Plans.

M. S. Erdahl, President

The effective date of the assignments contained herein is
January 1, 1960.

Sincerely yours



C. E. OCAMB
Chief, Disposal Branch
Public Buildings Service

Enclosures

Assignments accepted.

PORT OF TACOMA

By 

Title President

Date 12/29/59

Region 10
Seattle 4, Washington

December 29, 1959

In reply refer to: 10PRD
N-Wash-595

M. S. Erdahl, President
Board of Port Commissioners
Port of Tacoma
Tacoma, Washington

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M. S. Erdahl, President

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January 1, 1960.

Sincerely yours

C. F. OCAMB
Chief, Disposal Branch
Public Buildings Service

Enclosures

Assignments accepted.

PORT OF TACOMA

By _____

Title _____

Date _____

CC: Official file 10PRD

VL Barnes/al 12-29-59



HEADQUARTERS
THIRTEENTH NAVAL DISTRICT
U. S. NAVAL STATION
SEATTLE 26, WASHINGTON

ADMINISTRATIVE
NAVY DEPT.
NAVY DEPT.
NAVY DEPT.
NAVY DEPT.
NAVY DEPT.

From: Commandant, Thirteenth Naval District
To: Chief of the Bureau of Yards and Docks
Subject: War Department Permit to Maintain Wharf on Wapato Waterway, Tacoma, Washington with enclosure.
Reference: (a) ComD3 ltr HD13/RL-13(325)Y-RL:R Sec 478253 dtd 15 Jan 48 to Dist. Engr, Corps of Engrs.
(b) Original of War Department Permit to Maintain Wharf on Wapato Waterway, Tacoma, Washington, dated 29 September 1948.

Reference (a) a copy of which was forwarded to the Bureau, requesting the War Department to issue a permit to maintain the wharf structure and pier structure overgrowth into the Wapato Waterway.
Enclosure (a) is forwarded herewith.

H. E. GOOD

[Signature]
W. H. JOHNSON
By direction

3

61

WAR DEPARTMENT

It is to be understood that this instrument does not give any property rights either in real estate or water, or any exclusive privileges, and does not confer any injury to private property or invasion of private rights, or any impairment of Federal, State, or local laws or regulations, nor does it oblige the necessity of obtaining consent to the work authorized. It merely recognizes the power of the Federal Government to plan and execute the public works of navigation. (See Cummings v. Chicago, 120 U. S. 434.)

APPROVAL OF PLANS

United States Engineer Office.
North Pacific Division, Portland, Oregon
September 22, 1911.

Commandant
Thirteenth Naval District
U. S. Naval Station
Seattle 99, Washington

Dear Sir:

Referring to written request dated January 15, 1910 for the approval of the attached plans ^(plans attached at rear) to maintain an existing wharf

which has been continuously constructed in Puget Sound

at Tacoma, Washington (See details herewith with respect to well-known facts)

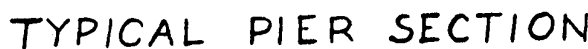
I have to inform you that, upon the recommendation of the Chief of Engineers, and under the provisions of Section 10 of the Act of Congress approved March 3, 1899, entitled "An act making appropriations for the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes," said plans are approved by the Secretary of War, subject to the following conditions:

1. That no attempt shall be made by the occupant or the owner, or by the public of all navigable waters at or adjacent to the said structure.
2. That if future operations by the United States require an alteration in the position of the structure herein approved, or if in the opinion of the Secretary of War, it shall cause unreasonable obstruction to the free navigation of said water, the owner will be required upon due notice from the Secretary of War to remove or alter the structure or obstruction caused thereby without expense to the United States so as to render navigation reasonably free, easy, and unobstructed. No claim shall be made against the United States on account of any such removal or alteration.
3. That if the display of lights and signals on the structure hereby approved is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the owner.
4. That the approval herein given shall not impose any liability upon the United States for any damage or injury to the structure which may be caused by or result from future operations undertaken by the United States for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.
5. That this permit supercedes and is in lieu of permits dated 4 March and 24 April 1912 granted to the Seattle-Tacoma Shipbuilding Corporation.
6. That this permit is revocable at the will of the Secretary of the Army.

By authority of the Secretary of War:

The terms "War Department" and "Secretary of War" as used in this instrument shall mean "Department of the Army" and "Secretary of the Army," respectively. (Sec. 205 of the National Security Act of 1947 approved July 26, 1947, Public Law 253 - 80th Congress.)

THEODORE D. WHAVEN
Colonel, Corps of Engineers
Division Engineer



PIER NO. 4
LOCALITY MAP

U. S. NAVAL STATION
TACOMA, WASH.
PIER NO. 4
WAPATO WATERWAY

15 JANUARY 1948

U. S. ARMY ENGINEER DISTRICT, SEATTLE
CORPS OF ENGINEERS
1818 SOUTH ALASKAN WAY
SEATTLE 4, WASHINGTON

Barne
OB
AL

26 October 1959

REPLY TO
DISTRICT ENGINEER
POST TO INDIVIDUALS

COPIES TO FILE NO HP613

General Services Administration
Federal Office Building
909-1st Avenue
Seattle 4, Washington

ATTENTION: Mr. C. E. Coomb

Gentlemen:

In accordance with telephone conversation this date between your Mr. A. W. Merrifield and Mr. R. E. Radley of this office regarding Transfer of Permits, the following extract from Corps of Engineers regulation EM 1115-2-303, Par. 22 is furnished.

"Transfer of Permits. Permits express merely the assent of the Federal Government so far as concerns the public rights of navigation. Although issued to a specific party, the assent is not limited to execution of the work by that party and may be availed of by the assignee or purchasers of the property affected, provided the terms of the instrument are strictly complied with."

Sincerely yours,

L. F. BORHA
Chief, Operations Division

THIS LTC IS IN RESPONSE IN MAY TELCON WITH H. H. HARRIS
CONCERNING THE PERMIT ALLOCATING THE ... TO ...
AND ... (P. 10) AT THE ...
THAT ... IS ALSO ...

10/26/59

Exhibit 211 (2-20)

Corrected copy

Appropriation: None

RENEWAL OF GOVERNMENT LEASE

You are hereby notified that under the provisions of Paragraph 1 of Government lease:

NAVY(R)-4328) with Hooker Electrochemical Company, d. 2/13/48 covering use of certain property in Tacoma, Washington, for Naval purposes,

H-117-5a

the United States of America elects to renew the said lease, as the same may have been amended, for the period of ~~one year~~ from and after ~~January 1, 1954~~ and by these presents does renew, extend, and adopt the said lease and all the terms and conditions thereof for the period beginning ~~January 1, 1954~~ and ending ~~December 31, 1954~~ May 31, 1961.

Dated at Washington, D. C., 15 MAR 1956 ~~15 MAR 1954~~

THE UNITED STATES OF AMERICA,

David H. Brown

By ~~David H. Brown~~
By direction of the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy.

Hooker Electrochemical Company
Tacoma Plant
Tacoma 1, Washington

Copy to:
GAO (Audit)
BUSHIPS
DPWO 13ND
NRAO 13ND
SUPCOS Area VII
CO NAVSTA Tacoma, Wash.
BUSHIPS (761)

NOTE: This document is not to be distributed outside the Department of the Navy.

042302

Appropriation: None

FEDERAL GOVERNMENT LEASE

You are hereby notified that under the provisions of Paragraph 5 of Government lease:

NY(2)-1323 with Hooker Electrochemical Company, d. 2/13/45 covering use of certain property in Tacoma, Washington, for Naval purposes,

119-117-2a

The United States of America elects to renew the said lease, as the same may have been amended, for the period of one year from and after ~~June 30, 1954~~ 1954 and by these presents does renew, extend, and adopt the said lease and all the terms and conditions thereof for the period beginning ~~June 30, 1954~~ 1954 and ending ~~June 30, 1955~~ May 31, 1961.

Dated at Washington, D. C.,

1954.

THE UNITED STATES OF AMERICA,

By David W. Adams
By direction of the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy.

Hooker Electro-Chemical Company
Tacoma Plant
Tacoma, Washington

Copy to:
GAS (Am16)
NORTH
NWS 1ND
NWS 1ND
NWS 1ND
NWS Area VII
60 NAVSTA Tacoma, Wash.
NWS 1ND (761)

NOTE: ~~Reproduction of this letter~~

Off 302

Appropriation: ~~XXXX~~

Requisition:

RENEWAL OF GOVERNMENT LEASE

You are hereby notified that under the provisions of Paragraph 5 of Government lease:

NAVY (S)-43283 with Hooker Electrochemical Company, d. 2/13/48 covering use of certain property in Tacoma, Washington, for Naval purposes.

249-117-2a

the United States of America elects to renew the said lease, as the same may have been amended, for the period of one year from and after ~~March 1, 1951~~ and by these presents does renew, extend, and adopt the said lease and all the terms and conditions thereof for the period beginning May 1, 1951, and ending ~~May 31, 1952~~ May 31, 1956.

Dated at Washington, D. C., 28 Feb 1951

~~XXXX~~

THE UNITED STATES OF AMERICA,

By Mark H. Cashman

By direction of the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy.

Hooker Electro-Chemical Company
Tacoma Plant
Tacoma, Washington

Copies to:
GAO (AUDIT)
BUREAU
NPSO, 13ND
NRAS, 13ND
SUPCR AREA VII
CG NAVSTA Tacoma
BUREAU
~~XXXX~~

Port of Entry

NOTE: Please acknowledge receipt of this notice.

October 30 1959

General Services Administration
Federal Office Building
909 First Avenue
Seattle 4, Washington

Attention: Mr A W Merrifield

Gentlemen:

Easement Granted to Tacoma Naval Shipyard


Reference is made to Mr Merrifield's telephone conversation of October 28 concerning Government Agreement NOy(R)-43283, dated February 13 1948, subsequent renewals, and your request for assignment thereof.

You have our consent herewith to transfer this agreement to the Port of Tacoma, with the qualification that such consent shall not constitute approval of any subsequent transfer or assignment thereof.

As a point of interest only, we understand that the sewer in question has been abandoned and that all drainage formerly entering this branch has been diverted to a branch entirely within your property.

Very truly yours

HOOKER CHEMICAL CORPORATION



George Gentes
Production Manager
Western Chemical Division

R M Sherwin
hl
cc Addressee (4)

U. S. ARMY ENGINEER DISTRICT, SEATTLE

CORPS OF ENGINEERS
1818 SOUTH ALASKAN WAY
SEATTLE 4, WASHINGTON

ENGINEER DISTRICT
1818 SOUTH ALASKAN WAY
SEATTLE 4, WASHINGTON

ENGINEER DISTRICT

26 October 1959

FILED
N-10N-545

General Services Administration
Federal Office Building
707-1st Avenue
Seattle 4, Washington

ATTENTION: Mr. C. Z. Smith

Gentlemen:

In accordance with telephone conversation this date between your Mr. A. M. Harrifield and Mr. E. E. Sadley of this office regarding transfer of permits, the following extract from Corps of Engineers regulation EH 1145-1-203, Par. 22 is furnished.

"Transfer of Permits . . . Permits express merely the assent of the Federal Government as far as concerns the public rights of navigation. Although issued to a specific party, the assent is not limited to execution of the work by that party and may be availed of by the assignees or purchasers of the property affected, provided the terms of the instrument are strictly complied with."

Sincerely yours,

L. F. SMITH
Chief, Operations Division

THIS LETTER IS IN RESPONSE TO MY TELECON WITH RAILWAY
CONCERNING THE PERMIT ALLOWING THE NAVY TO MAINTAIN
AN EXISTING DREDGE (DIG. 144) AT THE TACOMA SHIPYARD
THE PERMIT IS NOT A PART OF WATERWAY.

10/28/1959

THIS AGREEMENT, Made and entered into and between
HOOKER ELECTROCHEMICAL COMPANY, a corporation organized and
existing under and by virtue of the laws of the State of New
York, hereinafter called "Hooker", as First Party, and UNITED
STATES OF AMERICA, hereinafter called the "Government", as Second
Party,

W I T N E S S E T H :

WHEREAS, HOOKER is the owner of the following described
property situate in Pierce County, Washington, to-wit:

Beginning on the Southeastery line of Block 1, in
plat entitled "Ashton Replat", filed in the office of
the County Auditor of Pierce County, being State Land
Commissioner's Replat of Blocks 13 to 40, Tacoma Tide
Lands, King County Annex, at a point on said line 900
feet northeasterly from the southerly corner of said
Block, and being at the intersection of said block line
with the northeasterly line of Alexander Avenue, as
now laid out by the City of Tacoma; thence on said south-
easterly line of Block 1, north 42° 44' 24" east, 910
feet to the easterly corner of said Block 1; thence on
the northeasterly or northerly line of said Block 1,
north 47° 15' 36" west for a distance of 500.00 feet,
to a point; thence parallel with said southeasterly
line of Block 1, south 42° 44' 24" west for a distance
of 910 feet, to a point in line with the extension of
the northeasterly line of Alexander Avenue; thence on
said extended line, south 47° 15' 36" east for a distance
of 500.00 feet, to the point of beginning; together with
an easement over the northeasterly half of the extension
of the northeasterly 100 feet of said Alexander Avenue,
this easement being a strip 50 feet wide and 500.00 feet
long, contiguous with and adjoining the southwesterly
line of said tract above described;

that a map of Hooker's property hereinabove described is hereto
attached, marked "Exhibit A" and known as Drawing No. SK269; and

WHEREAS, the Government is the owner or in possession of
the following described property situate in Pierce County,
Washington, to-wit:

Beginning on the Northeasterly line of Block 1, in
plat entitled, "Ashton Replat", and being the State Land
Commissioner's Replat of Blocks 13 to 40, Tacoma Tide
Lands, King County Annex, at a point on said line 500

feet Northwesterly from the Easterly corner of said Block 1, thence parallel with the southeasterly line of said Block 1, South 42° 44' 24" West 970 feet to the projected center line of Alexander Avenue, thence on said projected center line North 47° 15' 36" West 387.143 feet, thence parallel with the southeasterly line of Block 1 South 42° 44' 24" West 830 feet to the Southwesterly line of said Block 1, thence on said Southwesterly line of Block North 47° 15' 36" West 1210 feet, more or less, to an intersection with the Government Pierhead line, thence Northerly, following said Pierhead line to an intersection with the Southwesterly line of Hylebos Creek Waterway, thence following said waterway line and the Northeasterly line of said Block 1, South 47° 15' 36" West 2905 feet, more or less, to the place of beginning, containing 74.066 acres, more or less;

which property adjoins the property of Hooker; and

WHEREAS, a portion of the cafeteria building situated on the Government's property encroaches upon Hooker's property, and the Government, or its predecessor in interest, has heretofore constructed electrical distribution manholes and accessories, more particularly hereinafter referred to, on Hooker's property, and the Government is desirous of maintaining a portion of its cafeteria building and its electrical distribution manholes and accessories upon Hooker's property and of installing and maintaining a sewer over and across Hooker's property, with the right to enter upon said property for the purposes and during the term hereinafter specified, and of the use of Hooker's spur track more particularly hereinafter described;

NOW, THEREFORE, for and in consideration of the full and prompt performance of all the terms, covenants and conditions herein contained on the part of the Government to be performed, kept and/or observed, and of other good and valuable consideration, in hand received by Hooker, the parties hereto do hereby agree as follows:

I.

Hooker does by these presents, subject to the conditions and provisions hereinafter set forth, permit, authorize and consent:

A. That the Government may maintain, operate, repair and remove its electrical distribution manholes and accessories, and that portion of its cafeteria building encroaching upon Hooker's property in their present locations shown in that portion of the area shaded in yellow on the attached Drawing No. SK209, more particularly described as follows, to-wit:

Beginning on the southwesterly line of Hooker's property, at a point 26' 9" southwesterly of the northeasterly corner of Hooker's property; thence 16' northeasterly parallel with the northwesterly line of Hooker's property; thence 20' 1" northwesterly parallel with the southwesterly line of Hooker's property; thence 84' 6" northeasterly parallel with the northwesterly line of Hooker's property; thence 6' 8" northwesterly to the northwesterly line of Hooker's property.

for a period of five years from and after the 1st day of May, 1946, with the right from time to time during said period to enter upon said property for the purpose of passing and repassing from Alexander Avenue, as extended, to the loading platform of the cafeteria building, and of making repairs to said electrical distribution manholes and accessories, the cafeteria building and the fence referred to in Article XII hereof.

B. That the Government may install, maintain, operate and repair a sewer, with necessary manholes and grease trap in connection therewith, in and across that portion of Hooker's property described as follows, to-wit:

A strip of land not exceeding 15' in width paralleling the northwesterly line of Hooker's property for a distance of not more than 450' from the northwesterly corner of said property,

along the line and at the points shaded in red on the attached Drawing No. SK209, for a period of five years from and after the 1st day of May, 1946, with the right from time to time during said period to enter upon so much of said strip of land for the

purpose of installing, maintaining and repairing said sewer, and also the purpose of repairing the Government's building now known as the "Small Locker Room," situate on the Government's property along Hooker's northeasterly property line, as may be necessary for such purposes. Said sewer shall be installed, maintained and repaired in a manner satisfactory to and approved by Hooker.

That the Government may use, in common with Hooker, Hooker's spur track and switches shown in brown on the attached Drawing No. 58269, which spur track connects with two railroad sidings owned by the Government, for a period of twenty years from and after the first day of May, 1946.

II.

The Government, in consideration of the granting of said permits and licenses, covenants and agrees to and with Hooker, that upon the expiration of the term of the licenses described in Article I, Paragraphs 1 and 2 hereof, or of any extension or renewal thereof, or of any sooner termination of this agreement, the Government shall, and agrees that it will, remove that portion of its cafeteria building, electrical distribution manholes and accessories, and all other property or encroachments owned or made by the Government, and then situate upon Hooker's property from Hooker's property, and restore the premises as nearly as possible to the same state and condition in which they were prior to the construction and installation thereof.

III.

The Government shall, and agrees that it will, build and erect a substantial board fence along the southeasterly and northeasterly lines of that portion of Hooker's property more particularly described in said Article I, Paragraph 1 hereof.

as to separate and divide that portion of Hocker's property on which the Government is hereby permitted to maintain the electrical distribution manholes and accessories and the encroachment of a portion of the Government's cafeteria building from the rest of Hocker's property, and shall, and agrees that it will, keep and maintain said fence in good order, condition and state of repair during the term of the licenses described in Article I, Paragraphs A and B hereof, or of any extension or renewals of said licenses, and upon the expiration of the term of said licenses, or of any extension or renewals thereof, or any sooner termination of this agreement, the Government shall, and agrees that it will, at its expense, remove said fence. The Government shall, and agrees that it will, keep the doors and other entrances on the southeasterly side of its building, now known as the Women's Locker Room, closed and locked at all times during the term of the licenses described in Article I, Paragraphs A and B hereof, and of any extension or renewals thereof.

IV.

The Government's use of Hocker's spur track shall be casual, and shall be limited to an average of not more than two (2) movements of cars within any one calendar month, and the Government shall, and agrees that it will, give Hocker forty-eight (48) hours notice of any contemplated movement of cars. Should the movement of cars by or for the Government require the movement of any car or cars of Hocker in order to obtain access to the Government's property, such movement of Hocker's cars shall be made by the Government in a careful and prudent manner and at its expense, and the Hocker cars shall, without delay, be returned to the location on which standing prior to movement by the Government. The Government shall not store or stand cars on Hocker's track. The right of

Hooker to make minor changes in the location of said spur track is specifically reserved to it, but in the event of the removal of the spur track from its present location, the Government shall be and is permitted, at its expense, to connect with the spur as relocated, and thereafter during the term of the license, use said spur track, subject to the terms and conditions hereof.

V.

The Government shall, and agrees that it will, build and erect a substantial fence along Hooker's northwesterly property line which divides Hooker's property from the Government's property, which fence shall extend from the outer face of the Government's dock to the building situate on the Government's property, now known as the Women's Locker Room, which is approximately 460 feet distant northeasterly from Hooker's northwesterly corner, and shall, and agrees that it will, build and erect substantial gates across the two switches connecting with the Government's spur tracks, which shall be built in line with said fence, and the Government shall maintain said fence and gates in good order and condition and state of repair so long as it shall be permitted the use of Hooker's said spur track and switches. The gates shall be kept closed and locked except when required to be opened during the movement of Government cars.

VI.

The Government agrees that insofar as it may legally do so it will indemnify Hooker for and save harmless Hooker from all loss or damage which may result to Hooker directly or indirectly caused by the operation or negligence of the Government, its agents or employees, in connection with or arising out of the exercise by the Government of the rights herein granted, including

all loss of or damage to the Government's own property or injury to the person or property of others.

VII.

In case the Government should make default in any way of the covenants and agreements herein contained on its part to be kept, performed and observed, and such default shall continue after thirty (30) days' notice in writing shall have been given the Government, then after the expiration of said thirty-day period, said default not having been remedied, Hooker shall have the right to revoke and terminate this agreement and the licenses granted the Government thereunder forthwith.

VIII.

This agreement shall be personal to the Government and in case the Government shall attempt to assign or transfer the same, in whole or in part, without the written consent of Hooker, or in case the Government shall abandon its use of its property as a military facility, or shall transfer or lease its property, such act of the Government shall ipso facto terminate this agreement and the licenses granted the Government thereunder.

IX.

Any notice in any manner relating to this instrument may be given by Hooker to the Government by mailing the same, postage prepaid, by registered mail, directed to Commandant, Thirteenth Naval District, at Seattle, Washington, and any notice in any manner relating to this instrument may be given by the Government to Hooker by mailing the same, postage prepaid, by registered mail, directed to Hooker Electrochemical Company, 607 Alexander Avenue, Tacoma, Washington.

X.

The Government hereby transfers title to the truck and

switches and two buildings owned by the Government and situated on Hooker's property, known as the Automobile Maintenance Building and the Salvage Building, respectively, in release or discharge of any obligation on the part of the Government or its contractors to remove said switches, switches and buildings, and to restore the property on which the same are situated to its original state and in consideration of the sum of \$2,500.00 cash, to be paid by Hooker upon execution and delivery by the Government of this agreement. The Government hereby acknowledges that it has no interest in or claim upon Hooker's property above described or any facility erected thereon other than as specifically set forth in this agreement.

XI.

The Government shall have and is hereby given the right and privilege of extending or renewing the licenses described in Article I, Paragraphs A and B hereof, without the payment of any monetary consideration, but subject to all the terms and conditions hereof, for three additional terms of five (5) years each, by giving written notice of its desire to extend or renew at least thirty (30) days prior to the expiration of each term.

XII.

Except as otherwise provided herein, the terms and conditions of this agreement shall endure to the benefit of and be binding upon the successors and assigns of the parties hereto.

XIII.

This agreement is to take effect as and of the 1st day of June, 1946, and shall speak as of and from said date instead of the date of its actual execution.

IN WITNESS WHEREOF, the parties hereto have executed

this agreement, this _____ day of _____,
1948.

ROCKWELL ELECTRO-MECHANICAL COMPANY

By _____
Its President.

Its Secretary.

UNITED STATES OF AMERICA

By _____

By _____
By _____
By _____

Region 10
Seattle 4, Washington

December 18, 1959

In reply refer to: 10PRD
M-Wash-595

Mr. M. S. Erdahl
503 Rust Building
Tacoma, Washington

Dear Mr. Erdahl:

A matter pertaining to the transfer of the Tacoma Shipyard which has not been discussed is the assignment of certain use agreements and permits which will be assigned to the Port of Tacoma.

The Agreements to which I refer are as follows:

1. Permit dated September 20, 1948, issued by the Corps of Engineers for structures in Wapato Waterway (Pier 4).
2. Agreement of February 13, 1948, whereby Hooker Electrochemical Company granted the United States certain rights pertaining to use of its land and facilities thereon.

Copies of the agreements are attached for your review. Hooker and the Corps of Engineers have indicated that they will consent to the assignment.

Please advise if we can be of any service regarding this matter.

Sincerely yours

C. F. OCAW2
Chief, Disposal Branch
Public Buildings Service

Enclosures

CC: Official file 10PRD

CEOCamb/al 12-18-59

SECTION		INITIALED		ENCLOSURE		FILE NO.		INITIALED BY		DATE	
SECTION CODE		BY	DATE	<input type="checkbox"/> NW	<input type="checkbox"/> SC						
761-764		MM	7/27								2/27/46
764		MM	3/7								3110616
241		MM	3/8/4								
<p>COPIES RETAINED FOR SHORE FACILITIES FILES</p> <p>Please take up & file</p> <p>Retain Copy for Shore Establishment Files</p>											

Use pencil or ink for Office Memos. use reverse side for extended comments

16-64801-1 GPO



Todd Shipyards Corporation

NEW YORK OFFICE 1 BROADWAY - TELEPHONE DUGBY 4-6900 - CABLE "ROBIN" NEW YORK

PLEASE ADDRESS YOUR REPLY TO

**TODD SHIPYARDS
CORPORATION**
1 Broadway
New York 4, N. Y.
DUGBY 4-6900

May 24, 1945

**TODD SHIPYARDS
CORPORATION**
(BROOKLYN DIVISION)
Foot of Dwight St.
Brooklyn 31, N. Y.
CLUBBOROUGH 6-4820

**TODD SHIPYARDS
CORPORATION**
(HOBOKEN DIVISION)
Park Ave. & 17th St.
Hoboken, N. J.
HOBOKEN 3-0700

**TODD SHIPYARDS
CORPORATION**
(COMBUSTION
EQUIPMENT DIVISION)
601 West 26th Street
New York 1, N. Y.
JULYARD 8-4725

**TODD MOBILE
DRY DOCKS INC.**
Mobile, Ala.

**TODD GALVESTON
DRY DOCKS INC.**
Galveston, Texas

**TODD HOUSTON
SHIPBUILDING CORP.**
Houston 1, Texas

**TODD PACIFIC
SHIPYARDS INC.**
P. O. Box 3187
Seattle 4, Wash.
A Tacoma, Wash.

**TODD SHIPYARDS
CORPORATION**
(SEATTLE DIVISION)
Seattle 4, Wash.

**SOUTH PORTLAND
DRY DOCK AND
REPAIR COMPANY**
South Portland 7, Me.

Associated Companies

**TODD-JOHNSON
DRY DOCKS INC.**
New Orleans 3, La.

**NEW ENGLAND
SHIPBUILDING CORP.**
South Portland 7, Me.

**TODD-BATH IRON
SHIPBUILDING CORP.**
South Portland 7, Me.

Navy Department
Bureau of Ships
Washington, D. C.

Attention: Captain Philip Lemler

Subject: Exchange of Facilities between Todd Pacific Shipyards Inc.
(Tacoma Plant) and Todd Shipyards Corporation (Seattle
Division)

Gentlemen:

Todd Pacific Shipyards Inc., a wholly-owned subsidiary of Todd Shipyards Corporation, operates a shipyard at Tacoma, Washington. Originally and before the present emergency, that corporation (then named Seattle-Tacoma Shipbuilding Corporation) constructed a yard for the building of G-1 ships for the Maritime Commission. The land on which these facilities were erected was owned by Todd Seattle Dry Docks Inc., another wholly-owned subsidiary of Todd Shipyards Corporation. By reason of the merger of Todd Seattle into Todd Shipyards Corporation, title to the land is now in Todd Shipyards Corporation while title to the fixtures remains in Todd Pacific Shipyards Inc. When the emergency arose, the Tacoma Plant was expanded with Government funds on land owned by it. The result is that this plant is now partly owned by Todd Pacific and Todd Shipyards Corporation and partly by the Government, represented by the Navy Department. A sketch is attached which indicates the location of Government-owned and company-owned property in this plant.

3110616

Todd Seattle Dry Docks Inc. for many years operated a ship repair plant at Seattle, Washington and because the contemplated increase in the repair load on the West Coast required increased facilities for this type of work, a Navy facilities contract was awarded this company. The facilities required by that contract have been constructed and are presently being operated by Todd Shipyards Corporation to which the facilities contract has been assigned by reason of the merger referred to above. Consequently, the ship repair operation of Todd Shipyards Corporation at Seattle is being conducted in a plant under analogous circumstances to those under which Todd Pacific is conducting its building operations, namely, the plant is owned partly by this corporation and partly by the Government, represented by the Navy Department. A sketch is attached which indicates the location of Government-owned and Company-owned property in this plant.

QM/Todd Pacific Syds.

TODD SHIPYARDS CORPORATION

Navy Department - May 24, 1945

- 2 -

Inasmuch as the value of the company-owned property at Tacoma and the value of the Government-owned property at Seattle bear some reasonable relationship to each other, and inasmuch as we believe that it would be to the best interests of both the Government and the companies that the plants be wholly owned by either the Government or the companies, we urge that some mutually satisfactory arrangement be made whereby this result may be accomplished. If this were done, the end result would be that the Tacoma Plant would be wholly owned by the Government and the Seattle Plant wholly owned by this company.

If this suggestion meets with your approval we would appreciate it if you would let us know so that negotiations could be commenced as soon as possible.

Yours very truly,

TODD SHIPYARDS CORPORATION

John A. Hall
PRESIDENT

3110616

R.G.19 Bureau of Ships 1946

Box # 1268 QM/Todd Shipyard Corp Vol 1-4

Confidential Central Correspondence

File : QM/Todd Shipyard Corp (Vol 2) Fr 3/1/46

NOTE SLIP AND OFFICE I. MO

1350-24

CODE OF ORIGINATING SECTION		INITIALED BY		ENCLOSURE	FILE NO.	DATE	SERIAL NO.
SECTION CODE	INITIALS	BY	DATE	<input type="checkbox"/> HW <input type="checkbox"/> SC			
5-5	AKR		7/13		4711/7-14		7120366
156	SK		7/13				
150	HR		7/25		N.A.		
764D	HR		8/5				
7008	HR		8/6				
241	MB		8-8				
764D	HR		8/21				

BUSHIPS
CONTROLLED CORRESPONDENCE
 THE DUE DATE STAMPED ON THE FACE OF THE ATTACHED CONTROLLED CORRESPONDENCE INDICATES THE DATE THE REPLY OR ACKNOWLEDGEMENT SHOULD LEAVE THE BUREAU OF SHIPS.

In a conference held in the Bureau of Ships on 11 July 1946, negotiations were completed and a trade agreement reached relative to the transfer of facilities, as shown in attached "Memorandum for File" dated 16 July 1946.

A great deal of paper work is now necessary to consummate the deal as shown in the memorandum from the Command for the Bureau of Ships NO6348(150) dated 23 July 1946.

These various steps will probably not be completed before early 1947.

FILE **M/B**

(Use pencil or ink for Office Memos; use reverse side for extended comments)

Section 764

REFER TO FILE NO.

NObs-48

NObs-779(764-D1)

NAVY DEPARTMENT

BUREAU OF SHIPS

WASHINGTON 25, D. C.

KFD:amr



16 July 1946

MEMORANDUM FOR FILE

Subject: Transfer of Navy-owned land and Facilities at Todd Shipyards Corporation, Seattle, for Todd Shipyards Corporation-owned land and Facilities at Tacoma - Conference for Negotiation of.

Ref: (a) WAA Delegation of Authority to Navy Department, dated 21 June 1946.

1. By reference (a) the War Assets Administration delegated to the Navy Department authority to negotiate the subject transfer of land and facilities.

2. At a conference called in the Bureau of Ships on 11 July 1946 to negotiate the subject transfer, the following were present:

For Todd Shipyards Corporation:

Mr. Joseph Haag, Jr., Executive Vice President
Mr. Harry Hill, General Counsel

For the Navy Department, Bureau of Ships:

Capt. Philip Lealer
Capt. W. T. Jones
Mr. J. T. Koshler, Counsel
Mr. J. P. Englert
Mr. K. F. Davis

For the Navy Department, Bureau of Yards and Docks

Comdr. F. P. Cahill

3. The conference agreed on the following:

(a) The fair value of the Navy-owned land and facilities at Todd Shipyards Corporation, Seattle (exclusive of the Drydocks) to be \$1,100,000.00.

(b) The fair value of the Todd Shipyards Corporation-owned land and facilities at Tacoma - \$1,103,000.00.

9 July 1946

End.-1 on E.B. Gregory, Adm. WAA, Washington,
D.C. ltr to Rear Adm. C.H. Cotter, Vice Chief,
Mat. Div. Office of AstSecNav, dtd 3 July
1946.

JUL 10 1946

From: The Assistant Secretary of the Navy
Material Division
To: The Chief of the Bureau of Ships
Attn: Mr. Hudson B. Cox
Room 2062, Bldg. T-3
Subject: Designation by War Assets Adm. of the Bureau of Ships
as a Disposal Agency for the Disposition of the
Government's Interest in the Todd Shipyards Corp. Seattle,
Wash. in Exchange for the Todd Shipyards Corp. Interest
in the Todd-Pacific Shipyards, Tacoma, Wash.

1. forwarded for appropriate action in accordance with authority
contained in Order 1 to Surplus Property Administration Regulation 20
enclosed herewith.

2. This matter should be handled as expeditiously as possible.

C. H. Cotter
C. H. Cotter
Acting Chief, Material Division

150

Qm/Todd Lyds.

CONTROLLED CORRESPONDENCE
DUE DATE 7/24/46

7120366

WAR ASSETS ADMINISTRATION
WASHINGTON 25, D. C.

In Reply Refer To:
PLE-L

JUL 3 1946

Rear-Admiral C. H. Cotter (CEC) USN
Vice Chief of Material Division
Material Division Office Of
The Assistant Secretary
Navy Department
Washington 25, D. C.

Dear Admiral Cotter:

Reference is made to your letter, W633/HMS:mch, dated April 1, 1946, requesting that the Bureau of Ships of your Department be designated by the War Assets Administrator as the disposal agency for the disposition of the Government's interest in the Todd Shipyard Corporation at Seattle, Washington, in exchange for the Todd Shipyard Corporation's interest in the Todd Shipyards, located at Tacoma, Washington, subject to certain conditions enumerated in a letter dated March 28, 1946, from the Bureau of Ships.

Pursuant to your request, the Administration has issued Order 1 to Regulation 20, dated and effective June 21, 1946, which authorizes the War Assets Administration to delegate to the Navy Department the disposal functions with respect to the Government's interest in said shipyards, upon a declaration of surplus by the Navy Department of the Government's interest in the Seattle shipyards, and upon notice by the Todd Shipyard Corporation of its election to exercise its option to acquire the Government's interest therein. A copy of the Order is attached.

Very truly yours,

[Signature]
E. B. GREGORY
Administrator

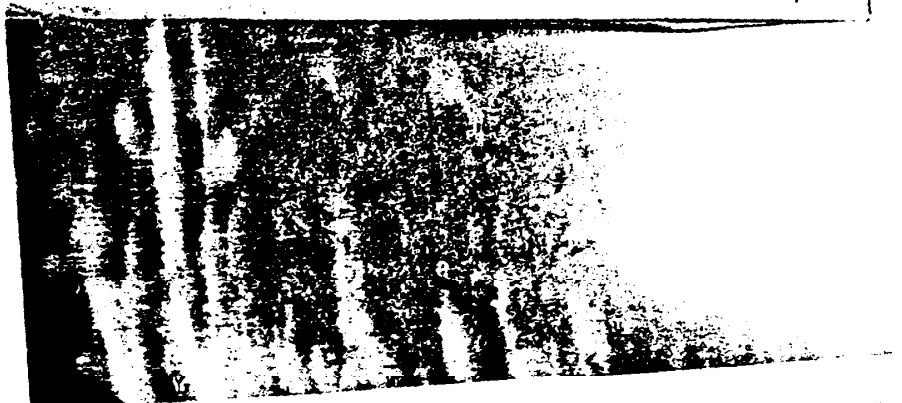
cc. Enclosure
Reg. 20, Order 1

7120366

150

Qm/Todd Lyde.

8 JUL 1946



WAR ASSETS ADMINISTRATION

Reg. 20
ORDER 1
JUNE 21, 1946

[Reg. 20, Order 1]

PART 8320—SURPLUS MARINE INDUSTRIAL
REAL PROPERTY

APPROVING DELEGATION OF DISPOSAL AUTHORITY TO NAVY DEPARTMENT WITH RESPECT TO SHIPYARDS AT SEATTLE, WASH., AND AUTHORIZING EXCHANGE OF INTERESTS WITH TODD SHIPYARDS CORPORATION IN SHIPYARDS AT TACOMA, WASH.

It is represented by the Bureau of Ships, Navy Department, that under facilities contract designated NOBs-48 the Government has heretofore provided certain ship-repair facilities having a total estimated cost of \$5,887,750 as additions to a shipyard owned and operated by Todd Shipyards Corporation, at Seattle, Washington. Such facilities so provided include two floating drydocks, a parcel of land, and buildings, machinery, and equipment located partly on contractor-owned land, and partly on the Government-owned land.

It is further represented that pursuant to another facilities contract designated NOBs-778 the Government has provided certain shipbuilding facilities having a total estimated cost of \$14,374,747 as additions to a shipyard owned and operated by Todd Shipyards Corporation and its wholly-owned subsidiary, Todd Pacific Shipyards, at Tacoma, Washington. The latter facilities include eight parcels of land, and building ways, piers, buildings, machinery, and equipment located partly on contractor-owned land and partly on the Government-owned land.

It is further represented by the Bureau of Ships that the Todd Shipyards Corporation, under its contract with the Government, has a valid option to acquire the Government's interest on all of the installations at the Seattle shipyard, except the drydocks, and has indicated its intention of exercising its option. The Bureau of Ships desires to acquire the interest of Todd Shipyards Corporation at Tacoma in order that the Navy Department may have the full ownership of that installation as a permanent naval establishment. The Bureau of Ships does not desire to retain the Government's interest in the Seattle property.

Negotiations heretofore carried on between the representatives of the Bureau of Ships and the Todd Shipyards Corporation indicate that an exchange of interests may be effected by negotiation, which will afford the Government full ownership of the Tacoma shipyards, and the Todd Shipyards Corporation the full ownership of the Seattle shipyards; and the Bureau of Ships has requested that authority be given to effectuate the same.

Pursuant to the authority of the Surplus Property Act of 1944 (56 Stat. 765; 50 U. S. C. App. Sup. 1611), Public Law 181, 79th Congress, 1st Session (59 Stat. 532), Executive Order 9689 (11 F.R. 1265), and Public Law 375, 79th Congress, 2d Session, it is hereby ordered, That:

1. Upon a declaration of surplus by the Navy Department of the Government's interest in the Seattle shipyards, subject to the option in favor of the Todd Shipyards Corporation; and upon notice by the Todd Shipyards Corporation of its election to exercise its option to acquire the Government's interest therein, approval is hereby given to War Assets Administration to delegate the disposal functions with respect to said Government's interest in said shipyards to the Navy Department.

2. Upon a delegation made by the War Assets Administration to the Navy Department of a disposal authority with respect to the Seattle shipyards, the Navy Department shall establish its estimate of the fair value of the Government's interest in the Seattle shipyards, and also its estimate of the fair value of the interest of the Todd Shipyards Corporation in the Tacoma shipyards, which estimates shall be reported to the War Assets Administration for approval.

3. The Navy Department, under its delegation from the War Assets Administration, if it determines that the Todd Shipyards Corporation has a valid option on said property, may dispose of the Government's interest in the Seattle shipyards to said corporation in pursuance of the terms of its option; and, pursuant to the provisions of section 15 of the Surplus Property Act of 1944, if it deems it to be in the interest of the Government, is authorized to accept in exchange for said property the interest of the Todd Shipyards Corporation in the Tacoma shipyards, with an appropriate adjustment for any difference in the fair values of said properties, so that the Government will receive the fair value of its property in the Seattle shipyards, the Todd Shipyards Corporation paying in cash any sum by which the fair value of the Government's interest in the Seattle shipyards exceeds the fair value of the Todd Shipyards Corporation's interest in the Tacoma shipyards.

4. After acquiring the interest of the Todd Shipyards Corporation in the Tacoma shipyards, the Navy Department, under the delegation of authority, may effect a transfer of said property to the Navy Department upon its payment of the fair value thereof to the War Assets Administration.

5. Any cash payment by Todd Shipyards Corporation representing the excess value as provided by paragraph 3 heretofore, and funds representing the fair value of the interest acquired by the Navy Department in the Tacoma shipyards, shall be deposited in the War Assets Administration Special Fund Account in the Treasury of the United States.

6. A complete statement of the proposed disposal of the Government's interest in the Seattle shipyards to the Todd Shipyards Corporation shall be made available to the Attorney General before the transaction is completed in compliance with the provisions of section 20 of the act.

7. When the transaction is completed the Navy Department shall make a full report thereof to the War Assets Administration.

This order shall become effective June 21, 1946.

E. B. GREGORY,
ADMINISTRATOR.

JUNE 21, 1946.

¹ SFA Reg. 20 (11 F.R. 182, 661, 8202).

Section 761-A

GM/Todd Shipyards (761-A)

KPD/MG
12/17/46

To: The Attorney General of the United States
Department of Justice
Washington, D. C.

30 DEC 1946

Via: War Assets Administration
Real Property Division
R. F. C. Annex #2
2nd & D Streets, N. W.
Washington, D. C.

Sentiment:

Pursuant to a Bureau of Ships Facilities Contract designated HOb-48, (Exhibit A), the Government provided certain ship-repair facilities having a total cost of \$5,887,790.00 as additions to a shipyard owned and operated by Todd Shipyards Corporation at Seattle, Washington. Such facilities include two floating drydocks, a parcel of land, and buildings, machinery and equipment located partly on Contractor-owned land and partly on Government-owned land. Pursuant to another Bureau of Ships contract designated HOb-779, (Exhibit B), the Government also provided certain shipbuilding facilities having a total cost of \$14,374,747.00 as additions to a shipyard owned and operated by Todd Shipyards Corporation and its wholly-owned subsidiary, Todd Pacific Shipyards, at Tacoma, Washington. The latter facilities include eight parcels of land, and also include building ways, piers, buildings, machinery and equipment located partly on Contractor-owned land and partly on Government-owned land.

The Todd Yard at Seattle, as expanded by the Government, constitutes one of the best equipped ship-repair yards in the country, and Todd Shipyards Corporation is desirous of acquiring the Government-owned facilities, exclusive of drydocks, in order that it may continue to operate the entire yard as an integrated unit. All Navy-owned fixed facilities are on Government-owned land, and all Todd-owned fixed facilities, including its own wartime expansion, are on Todd-owned land. The Navy-owned facilities, although separate from the Todd-owned facilities, are dependent upon the latter for fully efficient operation, and could not be operated economically as an independent, self-sustaining unit. The Bureau of Ships is

Section 761-A

GM/Todd Shipyards (761-A)

willing to dispose of the Government-owned facilities involved, since the entire yard will be kept available by Todd Shipyards Corporation for Government ship-repair work. On the other hand, the Todd Yard at Tacoma, as expanded by the Government will constitute one of the best available sites for Reserve Fleet berthing purposes, and by Exhibit C, the Board to survey the Continental Naval Shore Establishment recommended to the Secretary of the Navy that negotiations for the acquisition of title to said Todd-owned land and facilities be consummated and that said yard be retained in the post war Naval Shore Establishment as the Naval Station, Tacoma, Washington.

By Exhibit D the Bureau of Ships, with the concurrence of Todd Shipyards Corporation, proposed that acquisition of the Todd-Tacoma yard be effected by means of an exchange whereby the Government will acquire the Todd properties at the Tacoma Shipyard in exchange for the Navy-owned land and facilities covered by Contract NObc-48 at Seattle, and requested that the Bureau of Yards and Docks present the proposed acquisition to the Senate and House Naval Affairs Committee for approval. Copy of said approval is appended as Exhibit E.

Bureau of Ships letter of 28 March 1946 to the War Assets Administration via the Office of the Assistant Secretary of the Navy, Property Disposition Branch (Exhibit F) requested that the Bureau of Ships be delegated to act as the disposal agency in the proposed exchange. The War Assets Administration by Exhibit G approved said request, and set forth steps required in effectuating said transfer.

Exhibit H is the Bureau of Yards and Docks Report of Reproduction Costs and Depreciation Value on the aforementioned facilities, and Exhibit I is a recapitulation of appraisals of the same facilities as compiled by R. A. Wheeler, MAI, who was retained by the Bureau of Yards and Docks to make said appraisals. In said appraisals, Mr. Wheeler has certified the value to a third party of the Navy-owned land and facilities at Todd Pacific Shipyards, Seattle, Washington, to be \$1,059,000.00 and the value to a third party of the Todd-owned land and facilities at Todd Pacific Shipyards, Tacoma, Washington to be \$1,102,934.99.

Section 761-A

GM/Todd Shipyards (761-A)

Todd Shipyards Corporation advised the Bureau of Ships, (Exhibit K), that it would pay the Government \$1,100,000.00 for the said Navy-owned land and facilities at Seattle, provided the Bureau of Ships would pay to Todd Shipyards Corporation \$1,103,000.00 for the Todd-owned land and facilities at Tacoma, based on depreciated value to 1 January 1946.

In accordance with the provisions of Contract NObs-48, Todd Shipyards Corporation, by letter dated August 28, 1946, (Exhibit L) requested the Secretary of the Navy to determine the fair value of the facilities, exclusive of drydocks, furnished by the Government under said contract. By letter of 31 October 1946 (Exhibit M), the Secretary of the Navy determined the fair value of the aforementioned facilities to be \$1,079,701.00, based on depreciation to 1 November 1946.

Inasmuch as the fair value of the Government-owned facilities furnished under Contract NObs-48 as determined by the Secretary of the Navy was based on depreciated value as of 1 November 1946, whereas the proposed exchange values mentioned in paragraph six were based on depreciated values to 1 January 1946, the Bureau of Ships by letter of 6 December 1946 (Exhibit N) proposed that since the additional depreciation period reduced the proposed selling price of the Navy facilities at Seattle by \$20,299.00, the proposed selling price of the Todd-owned facilities at Tacoma should be reduced by a like amount. Said proposal was accepted by Todd Shipyards Corporation in its letter of 10 December 1946 (Exhibit O).

In accordance with the permissive paragraph of Exhibit G, it is requested that the Attorney General approve the proposed exchange wherein the Todd Shipyards Corporation will pay the Government \$1,079,701.00 for the Government-owned land and facilities furnished under Contract NObs-48 exclusive of drydocks, and the Bureau of Ships will pay to Todd Shipyards Corporation \$1,032,701.00 for the Todd-owned land and facilities at Tacoma.

Sincerely yours,

H. L. Rawlings, Rear Admiral, USN
Ass't Chief of Bureau
for Naval Shipyards

cc:
AsstSecNav (Mat'l Div.)
BuDocks
BuShips - 761-A (Mr. K. Davis)
→ 761-D (files)



Office of the Attorney General

Washington, D.C.

April 14, 1948

SO4 15

APR 15 1948



Y + D

RECEIVED
NAVY DEPT
SEC-ROUTING SEL CN

Honorable John L. Sullivan
Secretary of the Navy
Washington, D. C.

My dear Mr. Secretary:

A re-examination has been made of the title data relating to a parcel of land in the City of Tacoma, in Pierce County, Washington. This land was conveyed to the United States of America under the provisions of existing legislation in an exchange of properties by Todd Shipyards Corporation, a corporation of the State of New York, under deed dated March 12, 1948, filed for record on March 15, 1948, and recorded among the land records of the county in Volume 893 of Deeds at page 629. The file number of this Department is 33-110-49-2.

The land is described in the aforesaid deed, which recites a valuable consideration.

The certificate of title, No. 107335, dated as of March 16, 1948, was prepared by Puget Sound Title Insurance Company and is satisfactory.

The certificate, recorded deed, and accompanying data disclose valid title to be vested in the United States of America, subject to:

1. Easements for public roads, rights of way and utilities, if any, not shown of record.
2. Easement of the City of Tacoma for water mains and electric transmission and distribution lines, as noted at item 1 of Schedule B, of the certificate of title.

777-12-71

- 2 -

3. Easement of Hooker Electrochemical Company, as noted at item 4 of Schedule B, of the certificate.

Your Department has advised that the above objections will not interfere with the contemplated use of the land.

The certificate of title, deed and related papers are enclosed.

AH Encls. Rec'd.
EXOS Routing Section

Sincerely yours,

Tom C. Clark
Attorney General

S04 15 C4

1477965

VOL 893 PAGE 629

WARRANTY DEED

THIS INDENTURE, made and entered into this ^{12th} day of *March* 1948, by and between Todd Shipyards Corporation, a corporation of the State of New York, party of the first part, and the UNITED STATES OF AMERICA, party of the second part:

WITNESSETH: That for and in consideration of an exchange of properties and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part conveys and warrants unto the party of the second part the following described property lying and being in the County of Pierce, in the State of Washington, and being particularly described as follows, to-wit:

Beginning on the Northeasterly line of Block One (1), in Plat entitled, "State Land Commissioners Replat of Block Thirteen (13) to Forty-eight (48), both inclusive, Tacoma Tide Lands, formerly King County," commonly known as "Ashton's Replat.", at a point on said line 500 feet Northwesterly from the Easterly corner of said Block 1, thence parallel with the Southeasterly line of Block 1, South 42° 44' 24" West 910 feet to the projected Northeasterly line of Alexander Avenue, as now laid out, thence on said projected line of Avenue South 47° 15' 36" East 500 feet to the Southeasterly line of said Block 1; thence on said Southeasterly line South 42° 44' 24" West 120 feet to the Southwesterly line of said Alexander Avenue, as now laid out; thence on the Southwesterly line of said Avenue projected North 47° 15' 36" West 887.143 feet; thence South 42° 44' 24" West 770 feet to the Southwesterly line of said Block 1; thence on said Southwesterly line of Block North 47° 15' 36" West 1038.218 feet; thence North 24° 53' East 643.649 feet; thence North 13° 52' West 900.0 feet; thence North 35° 20' 20" East 698.009 feet to the Northeasterly line of said Block 1; thence along said Northeasterly line of Block South 47° 15' 36" East 2394.074 feet to the place of beginning; situate in the City of Tacoma, County of Pierce and State of Washington.

This conveyance is made subject to an easement granted to the City of Tacoma for water mains, electric transmission and distribution lines,

*See
original
Deed
dated
1948
Page 1*

968.22 *1/4*

1477965

- 2 -

and subject to an easement over the Northeasterly 50 feet of Alexander Avenue, granted to Hooker Electrochemical Company.

TO HAVE AND TO HOLD, together with all appurtenances and hereditaments thereunto belonging to the UNITED STATES OF AMERICA and its assigns, forever.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed by its proper officer, thereunto duly authorized, this the date and year first hereinabove written.

TODD SHIPYARDS CORPORATION

By

R. J. Samant V. P.[Signature]One City - Road Trees.

STATE OF

COUNTY OF

Washington
King

} SS.

On this 14 day of March A. D., 1948, before me personally appeared R. J. Samant, to me known to be the Vice-President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires

July 28, 1948[Signature]
Notary Public

1477165

VOL 893 PAGE 631

- 3 -

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 12th day of March A. D., 1948, before me personally appeared R. L. DALTON, to me known to be the Assistant Secretary and Assistant Treasurer of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



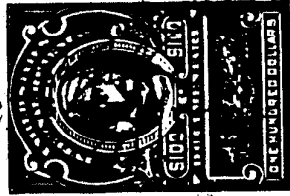
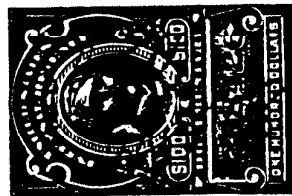
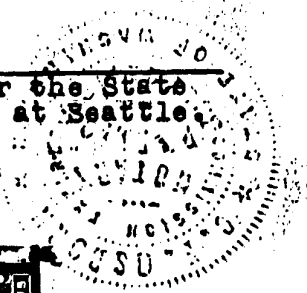
(SEAL)

C. H. Osborn

Notary Public in and for the State of Washington, residing at Seattle.

My commission expires

7/21/50



Filed for record Mar. 15 1948 3:45 PM.
Request of U.S. District Court
J. E. FORD, County Auditor

46

TACOMA TITLE COMPANY
AGENT FOR PIERCE COUNTY
114 SOUTH 15TH STREET
TACOMA, WASHINGTON
MAIN 8133



HOME OFFICE
705 THIRD AVENUE
SEATTLE

W. C. SIVVER, PRESIDENT
KENNETH C. KLEPNER, MANAGER
DINSMORE TAYLOR, TITLE OFFICER

OWNER	UNITED STATES	File No.
	OF AMERICA	
Section	Township	Range
	PIERCE	County, Washington.

CERTIFICATE OF TITLE

Premium \$ 1616.00 01

Order No. 107335

To THE UNITED STATES OF AMERICA:

Certificate No. F-34410

THE PUGET SOUND TITLE INSURANCE COMPANY, a Corporation organized and existing under the laws of the State of Washington, with its principal office in the city of Seattle, hereby certifies that from its examination of the title to the real estate described in SCHEDULE A hereof, as of the 16th day of March 1948 at 8:00 o'clock A.M., the title to the said described real estate was indefeasibly vested in fee simple of record in:

UNITED STATES OF AMERICA

subject only to the objections, liens, charges, encumbrances and other matters shown under SCHEDULE B hereof.

The maximum liability of the undersigned under this certificate is limited to the sum of SEVEN HUNDRED EIGHTY THOUSAND FIVE HUNDRED NINETY-EIGHT AND No/100-Dollars

The certificate of title is made in consideration of the payment of the premium by the United States of America and for its use and that of TODD SHIPYARDS CORPORATION immediate vendor.

IN WITNESS WHEREOF the said Company has caused its corporate seal to be hereto affixed and these presents to be duly signed in accordance with its by-laws. in quadruplicate.

PUGET SOUND TITLE INSURANCE COMPANY

Attest:

By:

Dinmore Taylor
Secretary

Kenneth C. Klepner
Manager

Countersigned and dated at Tacoma, Washington, this 16th day of March 1948, at 8 o'clock a.m.

TACOMA TITLE COMPANY

By *Charles M. Jagg*
Title Officer

Order No. 107335

Certificate No. F-34410

SCHEDULE A

Being the legal description of the real estate covered by this certificate.

The following described parcels of real estate:

Beginning on the Northeasterly line of Block One (1), in Plat entitled, "State Land Commissioners Replat of Block Thirteen (13) to Forty-eight (48), both inclusive, Tacoma Tide Lands, formerly King County", commonly known as "Ashton's Replat", at a point on said line 500 feet Northwesterly from the Easterly corner of said Block 1, thence parallel with the Southeasterly line of Block 1, South $42^{\circ} 44' 24''$ West 910 feet to the projected Northeasterly line of Alexander Avenue, as now laid out, thence on said projected line of Avenue South $47^{\circ} 15' 36''$ East 500 feet to the Southeasterly line of said Block 1; thence on said Southeasterly line South $42^{\circ} 44' 24''$ West 120 feet to the Southwesterly line of said Alexander Avenue, as now laid out; thence on the Southwesterly line of said Avenue projected North $47^{\circ} 15' 36''$ West 887.143 feet; thence South $42^{\circ} 44' 24''$ West 770 feet to the Southwesterly line of said Block 1; thence on said Southwesterly line of Block North $47^{\circ} 15' 36''$ West 1038.218 feet; thence North $24^{\circ} 53'$ East 643.649 feet; thence North $13^{\circ} 52'$ West 900.0 feet; thence North $35^{\circ} 20' 20''$ East 698.009 feet to the Northeasterly line of said Block 1; thence along said Northeasterly line of Block South $47^{\circ} 15' 36''$ East 2394.074 feet to the place of beginning; situate in the City of Tacoma, County of Pierce and State of Washington.

Order No. 107335

Certificate No. F-34410

SCHEDULE B

Being all of the estates, interests, equities, lawful claims, or demands, defects, or objections whatsoever to title; and all easements, restrictions, liens, charges, taxes (general, special, or inheritance or assessments of whatever nature), or encumbrances; and all other matters whatsoever affecting said premises, or the estate, right, title or interest of the record owners, which now do exist of record.

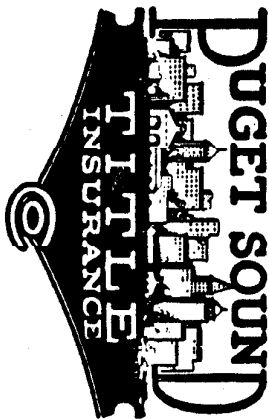
EXCEPT:

1. Right to construct, inspect, operate, repair and maintain trunk or other watermains and electric transmission and distribution lines with appurtenant equipment located on the Westerly half (Wly $\frac{1}{2}$) of Alexander Avenue and the extension thereof Northwesterly as granted by Todd Dry Docks Inc., a corporation, to City of Tacoma, a municipal corporation, by instrument dated November 7, 1929 and recorded December 10, 1929, under Auditor's Fee No. 974080, records of Pierce County, Washington.

2. Easement over the Northeasterly 50 feet of Alexander Avenue as extended Northwesterly 500 feet from the Southeasterly line of said Block One (1), as granted by Todd Seattle Dry Docks, Inc., a corporation, to Hooker Electrochemical Company, a corporation, by deed dated May 5, 1937 and recorded May 6, 1937, under Auditor's Fee No. 1316185, records of Pierce County, Washington.

CERTIFICATE OF TITLE

ISSUED BY



SEATTLE, WASHINGTON

TACOMA TITLE COMPANY
AGENT FOR PIERCE COUNTY
114 SOUTH 12TH STREET
TACOMA, WASHINGTON
MAIN 8123

Form 33-A

CERTIFICATE OF INSPECTION AND POSSESSION

I, George Fitch Luman, an Officer of the Navy Department hereby certify that on the 15th day of March, 1948, I made a personal examination and inspection of that certain tract or parcel of land situate in the County of Pierce, State of Washington designated as Todd Ship Yard, Tacoma and containing acres, (Proposed to be) acquired by the United States of America in connection with the U.S. Naval Station, Tacoma, Washington Project, from Todd Ship Yard Corporation, a New York corporation

1. That I found no evidence of any work or labor having been performed or any materials having been furnished in connection with the making of any repairs or improvements on said land; and that I made careful inquiry of the above-named vendor (and of the occupants of said land) and ascertained that nothing had been done on or about said premises within the past 7 months that would entitle any person to a lien upon said premises for work or labor performed or materials furnished.

2. That to the best of my knowledge and belief and after actual and diligent inquiry and physical inspection of said premises, there are no unrecorded visible easements which are not covered by proper releases or which have not been waived in writing by the acquiring agency.

3. That I also made inquiry of all occupant(s) of said land as to his (their) rights of possession and of the vendor and such occupants as to the rights of possession of any person or persons known to him (them) and neither found any evidence nor obtained any information showing or tending to show that any persons had any rights of possession or other interest in said premises adverse to the rights of the above-named owner or the United States of America, except such mineral rights, roads, rights-of-way and public utility easements as have been administratively waived by the Navy Department and the following: (1) (Insert names and addresses together with statement of right of interest claimed.)

Name	Address	Statement of Interest Claimed
<u>None</u>		

George Fitch Luman (Name)
Captain, U.S. Navy (Title)
Commanding Officer, U.S. Naval Station, Tacoma, Washington

(1) In purchase cases the rights of all persons in possession or claiming a right of possession exclusive of mineral rights, roads, rights-of-way and public utility easements which have been administratively waived by the Navy Department, must be eliminated by a proper release, quitclaim deed or disclaimer. However, if the Navy Department has determined to acquire title subject to outstanding mineral rights, roads, rights-of-way or public utility easements, it will not be necessary to obtain a release, quitclaim deed or disclaimer for such mineral rights, roads, rights-of-way or public utility easements as have been administratively waived in writing by the Navy Department.

LES. M. FOGG
GRAND TITLE OFFICER

ASSOCIATED WITH
TODD SOUND TITLE INSURANCE CO

Tacoma Title Company

114 SOUTH 15TH STREET

MEMBER OF
AMERICAN TITLE ASSOCIATION
WASHINGTON TITLE ASSOCIATION

Tacoma 2 Washington

C E R T I F I C A T E

Order No. 110918

TO WHOM IT MAY CONCERN:

THE TACOMA TITLE COMPANY, 'a corporation organized and existing under the laws of the State of Washington, hereby CERTIFIES that it has searched the records in the Auditor's Office of Pierce County, since July 1, 1947, for CHATTEL MORTGAGES and CONDITIONAL SALES CONTRACTS against the following:

TODD SHIP YARDS CORPORATION, a New York corporation.

TODD PACIFIC SHIP YARDS INC., a corporation.

R. J. LAMONT, Trustee in Dissolution for Todd Pacific Shipyards, Inc.

and find the following:

NONE

AND WE FURTHER CERTIFY that there are no unpaid personal property taxes levied against the above named parties, EXCEPT:

NONE

LIABILITY of the Company under this Certificate is limited to the sum of Seven and 50/100 Dollars (\$7.50), the amount charged therefor.

DATED at Tacoma, Washington this 15th day of March 1948, at 8 o'clock A.M.

TACOMA TITLE COMPANY, Agent

Charles M. Fogg
Charles M. Fogg, Manager

VOL. 910 PAGE 687

1495454

147965

CORRECTION WARRANTY DEED

THIS INDENTURE made and entered into this 8th
day of September, 1948, by and between the
TODD SHIPYARDS CORPORATION, a corporation of the State of
New York, party of the first part, and the UNITED STATES OF
AMERICA, party of the second part, is made to correct an
error in the description of the premises conveyed in a prior
deed between the parties hereto made March 12, 1948, and
recorded in Volume 893, Page 629, records of Pierce County,
Washington, it having been the intention of the parties by
such prior deed to convey the premises hereinafter described;

WITNESSETH: That for and in consideration of an exchange
of properties and other good and valuable consideration, the
receipt of which is hereby acknowledged, the party of the first
part conveys and warrants unto the party of the second part
the following described property lying and being in the County
of Pierce, in the State of Washington, and being particularly
described as follows, to-wit:

Beginning on the Northeasterly line of Block
One (1) in Plat entitled "State Land Commissioners
Replat of Block Thirteen (13) to Forty-eight (48),
both inclusive, Tacoma Tide Lands, formerly King
County," commonly known as "Ashton's Replat", at
a point on said line 500 feet Northwesterly from
the Easterly corner of said Block 1, THENCE
parallel with the Southeasterly line of Block 1

74. 238

VOL 910 PAGE 688

1495454

South 42 degrees 44' 24" West 910 feet to the projected Northeasterly line of Alexander Avenue as now laid out; THENCE on said projected line of Avenue South 47 degrees 15' 36" East 500 feet to the Southeasterly line of said Block 1; THENCE on said Southeasterly line South 42 degrees 44' 24" West 120 feet to the Southwesterly line of said Alexander Avenue, as now laid out; THENCE on the Southwesterly line of said Avenue projected North 47 degrees 15' 36" West 807.143 feet; THENCE South 42 degrees 44' 24" West 770 feet to the Southwesterly line of said Block 1; THENCE on said Southwesterly line of Block North 47 degrees 15' 36" West 968.22 feet; THENCE North 24 degrees 53' East 643.649 feet; THENCE North 13 degrees 52' West 900 feet; THENCE North 35 degrees 20' 20" East 698.009 feet to the Northeasterly line of said Block 1; THENCE along said Northeasterly line of Block South 47 degrees 15' 36" East 2394.074 feet to the PLACE OF BEGINNING; SITUATE in the City of Tacoma, County of Pierce, and State of Washington

This conveyance is made subject to an easement granted to the City of Tacoma for water mains, electric transmission and distribution lines, and subject to an easement over the Northeasterly 50 feet of Alexander Avenue, granted to Hooker Electrochemical Company.

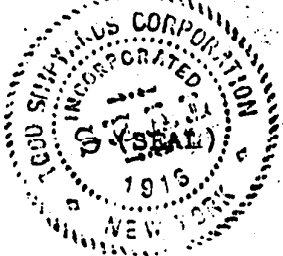
TO HAVE AND TO HOLD, together with all appurtenances and hereditaments thereunto belonging to the UNITED STATES OF AMERICA and its assigns, forever.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed by its proper officer, thereunto duly authorized, this the date and year first

VOL 910 PAGE 689

1495454

hereinabove written.



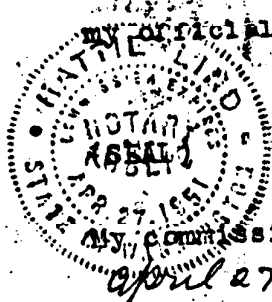
TODD SHIPYARDS CORPORATION

By R. J. Lamont VICE PRESIDENT
[Signature] Assistant Secretary

STATE OF WASHINGTON)
 COUNTY OF KING) SS.

On this 8th day of Sept. A. D., 1948, before me personally appeared R. J. LAMONT, to me known to be the VICE PRESIDENT of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Hattie Ling
 Notary Public

My commission expires
 April 27, 1951.

910 PAGE 690

1495454

STATE OF WASHINGTON)
COUNTY OF KING) SS.

On this 8th day of Sept. 1948, before me personally
appeared O. M. LUND, to me known to be the

Assistant Secretary

of the corporation that executed the within and foregoing
instrument, and acknowledged the said instrument to be the
free and voluntary act and deed of said corporation, for
the uses and purposes therein mentioned, and on oath stated
that he was authorized to execute said instrument and that
the seal affixed is the corporation seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and
affixed my official seal the day and year first above written.

(SEAL)



Hattie Lind

Notary Public in and for the State
of Washington

Filed for record Sep. 15, 1948 11¹⁰ am
Request of J. E. FORD, County Auditor
JACOMA TITLE CO.

1495454 *7. 8*

11

WASHINGTON
DISTRICT OF COLUMBIA

RECEIVED 15 MAR 11 10

ALBANY TITLE CO.

VOL. 910 OF
PAGE 687 REQUEST OF
RECORDED

NEED

201

*Boyle, Boyle & White
Att: Mr. Pauline, Jr.
Central District
Seattle 4, Wash.*

TACOMA TITLE COMPANY
- AGENT FOR PIERCE COUNTY
114 SOUTH 12TH STREET
TACOMA, WASHINGTON
MAIN 8123



HOME OFFICE
708 THIRD AVENUE
SEATTLE

W. C. Dwyer, President
KENNETH C. KLEPSE, Manager
DINSMORE TAYLOR, Title Officer

OWNER	UNITED STATES OF AMERICA	File No.
Section	Township	Range
PIERCE		County, Washington.

AMENDED
CERTIFICATE OF TITLE

Premium \$ 1616.00 01

Order No. 107335

To THE UNITED STATES OF AMERICA:

Certificate No. F-34410

THE PUGET SOUND TITLE INSURANCE COMPANY, a Corporation organized and existing under the laws of the State of Washington, with its principal office in the city of Seattle, hereby certifies that from its examination of the title to the real estate described in SCHEDULE A hereof, as of the 16th day of September 1948 at 8:00 o'clock A.M., the title to the said described real estate was indefeasibly vested in fee simple of record in:

UNITED STATES OF AMERICA

subject only to the objections, liens, charges, encumbrances and other matters shown under SCHEDULE B hereof.

The maximum liability of the undersigned under this certificate is limited to the sum of SEVEN HUNDRED EIGHTY THOUSAND FIVE HUNDRED NINETY-EIGHT AND No/100 Dollars

The certificate of title is made in consideration of the payment of the premium by the United States of America and for its use and that of TODD SHIPYARDS CORPORATION, immediate vendor.

IN WITNESS WHEREOF the said Company has caused its corporate seal to be hereto affixed and these presents to be duly signed in accordance with its by-laws. in quadruplicate.

PUGET SOUND TITLE INSURANCE COMPANY

Attest:

By:

Dinmore Taylor
Secretary

Kenneth C Klepser
Manager

Countersigned and dated at Tacoma, Washington, this 16th day of September 1948 at 8 o'clock A.M.

TACOMA TITLE COMPANY, Agent

By *Charles M. Taylor*
Title Officer

Order No. 107335

Certificate No. F-34410

SCHEDULE A

Being the legal description of the real estate covered by this certificate.

The following described parcels of real estate:

Beginning on the Northeasterly line of Block One (1), in Plat entitled, "State Land Commissioners Replat of Block Thirteen (13) to Forty-eight (48), both inclusive, Tacoma Tide Lands, formerly King County", commonly known as "Ashton's Replat", at a point on said line 500 feet Northwesterly from the Easterly corner of said Block 1; thence parallel with the Southeasterly line of Block 1, South $42^{\circ} 44' 24''$ West 910 feet to the projected Northeasterly line of Alexander Avenue, as now laid out; thence on said projected line of Avenue, South $47^{\circ} 15' 36''$ East 500 feet to the Southeasterly line of said Block 1; thence on said Southeasterly line South $42^{\circ} 44' 24''$ West 120 feet to the Southwesterly line of said Alexander Avenue, as now laid out; thence on the Southwesterly line of said Avenue projected North $47^{\circ} 15' 36''$ West 887.143 feet; thence South $42^{\circ} 44' 24''$ West 770 feet to the Southwesterly line of said Block 1; thence on said Southwesterly line of Block, North $47^{\circ} 15' 36''$ West 968.22 feet; thence North $24^{\circ} 53'$ East 643.649 feet; thence North $13^{\circ} 52'$ West 900.0 feet; thence North $35^{\circ} 20' 20''$ East 698.009 feet to the Northeasterly line of said Block 1; thence along said Northeasterly line of Block, South $47^{\circ} 15' 36''$ East 2394.074 feet to the place of beginning; situate in the City of Tacoma, County of Pierce and State of Washington.

NORTHERLY PORTION OF PARCEL "A"

U.S.-3 hJ

Order No. 107335

Certificate No. F-34410

SCHEDULE B

Being all of the estates, interests, equities, lawful claims, or demands, defects, or objections whatsoever to title; and all easements, restrictions, liens, charges, taxes (general, special, or inheritance or assessments of whatever nature), or encumbrances; and all other matters whatsoever affecting said premises, or the estate, right, title or interest of the record owners, which now do exist of record.

EXCEPT:

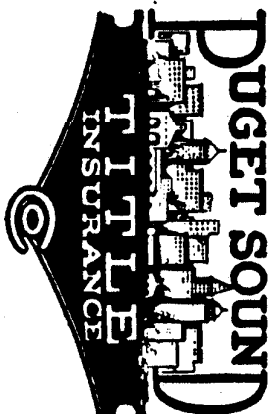
1. Right to construct, inspect, operate, repair and maintain trunk or other watermains and electric transmission and distribution lines with appurtenant equipment located on the Westerly half (Wly $\frac{1}{2}$) of Alexander Avenue and the extension thereof Northwesterly as granted by Todd Dry Docks Inc., a corporation, to City of Tacoma, a municipal corporation, by instrument dated November 7, 1929 and recorded December 10, 1929, under Auditor's Fee No. 974080, records of Pierce County, Washington.

2. Easement over the Northeasterly 50 feet of Alexander Avenue as extended Northwesterly 500 feet from the Southeasterly line of said Block One (1), as granted by Todd Seattle Dry Docks, Inc., a corporation, to Hooker Electrochemical Company, a corporation, by deed dated May 5, 1937 and recorded May 6, 1937, under Auditor's Fee No. 1316185, records of Pierce County, Washington.

NOTE: This policy has been issued in quadruplicate and amends policies dated March 16, 1948. Liability under all policies is limited to the sum of \$780,598.00 and payment of loss will reduce the liability under all policies to the extent of such payment.

CERTIFICATE OF TITLE

ISSUED BY



SEATTLE, WASHINGTON

TACOMA TITLE COMPANY
AGENT FOR PIERCE COUNTY
111 SOUTH 12TH STREET
TACOMA, WASHINGTON
MAIN 8132

from the original by [illegible]

WARRANTY DEED

SEATTLE-TACOMA EXCHANGE COVERING REAL ESTATE
TRANSFERRED FROM TODD TO THE UNITED STATES.

P 44-72-7a

127

NSP/acc

TAB 8-72

HEADQUARTERS
THIRTEENTH NAVAL DISTRICT
SEATTLE, WASHINGTON

CODE 48
DE-210-EH:S1
ND13/N1-13(325)
Serial 489003

25 April 1950

It will be appreciated if you will send a copy of the enclosed prospectus to any persons or organizations that you feel might be interested in leasing the property described therein.

Very truly yours,

A. M. BLEDSOE
Rear Admiral, USN
Acting Commandant,
Thirteenth Naval District

A. C. Eberhard

A. C. EBERHARD
By Direction

AVAILABLE FOR LEASE

Warehouse and Pier at U.S. Naval Station,
 Tacoma, Washington

The Commandant, Thirteenth Naval District, invites proposals for the leasing of certain facilities comprising a part of the Naval Station, Tacoma, Washington, consisting of a warehouse and adjoining pier. The warehouse, which is known as Building No. 50, and the adjoining pier, which is known as the Commissioning Pier, were used during World War II for receiving ships after the Navy acceptance trial run and placing them in commission. At the present time the pier is used principally for mooring the destroyer escort vessel assigned to the Tacoma Naval Reserve units. The warehouse is presently being used for receiving, issuing and storing Navy stock materials.

LOCATION AND AREA: The pier and warehouse are located on a tract of land having an approximate area of 14.46 acres. The northerly boundary line, which extends for a distance of approximately 1040 feet, adjoins the Fletcher Oil Company property; the westerly boundary extends along Alexander Avenue, for a distance of approximately 547 feet, the southerly boundary adjoins Navy property for a distance of approximately 1263 feet and the easterly boundary fronts on Hylebos Waterway for a distance of approximately 590.4 feet.

ACCESS: The facility is served by a railroad spur. Vehicular access is from Alexander Avenue and water access is via Hylebos Waterway. Areas are available for parking of employees vehicles.

DESCRIPTION OF BUILDING AND PIER: Building No. 50 is 792 feet long and 288 feet wide with a railroad in the center, running the long way of the building. The building is of wood frame construction and separated into three (3) sections by two fire walls, and is protected throughout by a dry pipe sprinkler system. The floor is of concrete and the roof is supported by columns on 24 foot centers each way. Office space is provided in two locations on the north side of the building.

The pier, 590.4 feet long by 94 feet in width, is of timber construction having crossotod pilings. The Navy desires to reserve the southerly 350 feet of the pier for berthing the destroyer escort which is used in connection with Naval Reserve Training, leaving the northerly 240 feet of the pier for use in conjunction with the building.

The roadways adjacent to the pier, building and storage areas are asphaltic concrete.

DEVICES AND UTILITIES: Building No. 50 is unheated. Office spaces are heated by electricity. Fresh water and power are available at the face of the pier and in the warehouse. Since the water and electrical distribution systems are connected to station systems provision must be made for the payment of utility services. The cost of such services, including the expense of installing any additional metering equipment, are to be borne by the Lessee.

EXCLUSION FROM LEASE: Building No. 51, the heating plant for the Naval quarters and Naval Reserve buildings, is located within the boundaries of the fenced area of Building No. 50 and the Commissioning Pier and is necessary for the operation of the Naval Station. Therefore, Building No. 51 is to be excluded from any proposed lease.

GENERAL INFORMATION: The general conditions under which leases for this property can be consummated are as follows:

1. The lessee will be required to maintain and keep the facilities in repair (with the exception of the pier piling which will be maintained by the Navy).

2. The lessee will also be required to bear the costs of preparing the property for occupancy. The estimated costs of such preparation will be taken into consideration in arriving at the rental for the first year's occupancy.
3. Unless special considerations are involved, the term of the lease will be for 5 years.
4. If the lessee alters the premises the lessee must restore the premises to its original condition upon expiration or termination of the lease, if so directed.
5. The lessee will be required to insure the property against fire for 80% of the fair value of the improvements.
6. The lease may be terminated by the Secretary of the Navy if he determines that the property is required for Naval purposes or in the event of an emergency.

Written proposals, in duplicate, for the leasing of these facilities, will be received by the Commandant, Thirteenth Naval District, 1611 West Wheeler Street, Seattle 99, Washington, until 12 o'clock noon 15 June 1950. The Department of the Navy reserves the right to reject any or all proposals. Prospective lessees may inspect the premises or secure additional information concerning the property by contacting the Public Works Officer, U. S. Naval Station, Tacoma, Washington.

SHIP (REV. 11-55)

DISTRICT PUBLIC WORKS OFFICE
13TH NAVAL DISTRICT

12 MAY 56
Project: NND 728003
By: FEL HANA Date: 5/2/56
NTIAL

75/200000

RECEIVED 3-56	FROM CO, NavSta, Tacoma	DATE OF LETTER 25 May 1956
SUBJECT Ships&InsOrd, Seattle		DPWO FILE NO. Ser 054

Naval Industrial Reserve Shipyard (U.S. Naval Station) Tacoma, Washington,
Preliminary mobilization plans for transfer of shipyard facilities from Naval Station
to Todd Shipyards Corporation; review of

ENCLOSURES

ADDRESSEE	CODE	ROUTE	INITIAL	DATE	ADDRESSEE	CODE	ROUTE	INITIAL	DATE
DPWO & OICC	D-10	2		5/31	Asst. DPWO Constr. & R.E.	DC-100			
Spec. Asst. to DPWO & OICC	D-11				Asst. to ADPWO Constr. & R.E.	DC-101			
Deputy DPWO & OICC	D-20	1		7/2/56					
Project Management Office	D-30	3		7/2/56					
				6/4	Real Estate Division	DC-200			
					Naval Properties Branch	DC-210			
Administration Division	DA-200								
Personnel Branch	DA-210				Construction Division	DC-300			
Office Services Branch	DA-220				Spec. Asst. Cont. Labor Rel.	DC-301			
Reports & Procedures Br.	DA-230				Contract Branch	DC-310			
Fiscal Branch	DA-240				Construction & Inspection Br.	DC-320			
Surplus Property Branch	DA-260								
					Asst. DPWO Maint. & Oper.	DD-100			
Asst. DPWO Planning & Des.	DB-100				Asst. to ADPWO Maint. & Oper.	DD-101			
Asst. to ADPWO Plan. & Des.	DB-101				Spec. Asst. Sanitation	DD-110			
Asst. to ADPWO Plan & Des. A.F.	DB-102				Maintenance Division	DD-200			
Spec. Asst. Fire Protection	DB-110				Maint. Controls Branch	DD-210			
Spec. Asst. Soil Conservation	DB-112				Maint. Plan. & Eval. Sec.	DD-212			
					Facilities Branch	DD-220			
Planning Division	DB-200				Signs. & Rel. Struct. Sec.	DD-221			
Passive Defense Branch	DB-210				Grnds. & Grnds. Struct. Sec.	DD-222			
Master Plans Branch	DB-220								
					Transportation Division	DD-300			
Design Division	DB-300				Management Branch	DD-310			
Architectural Branch	DB-310				Records & Reports Branch	DD-320			
Structural Branch	DB-320				Technical Branch	DD-330			
Mechanical Branch	DB-330								
Electrical Branch	DB-340				Utilities Division	DD-400			
Civil Branch	DB-350				Power Gen. & Distr. Branch	DD-410			
Specs. & Estimates Branch	DB-360				Utilities Service Branch	DD-420			
Plan Files & Tech. Rec. Br.	DB-370				Housing Division	DD-500			
					FILES				

REMARKS Rec'd Registered Guard Mail CO-335

Navy-DPPO 13ND Brem., Wn. (L17)2

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MAY 25 1956

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From: Commanding Officer, U.S. Naval Station, Tacoma, Washington
To: Supervisor of Shipbuilding, USN, and Naval Inspector of Ordnance, Seattle 4, Washington

Subj: Naval Industrial Reserve Shipyard, (U. S. Naval Station) Tacoma, Washington, Preliminary mobilization plans for transfer of shipyard facilities from Naval Station to Todd Shipyards Corporation: review of

Ref: (a) SupShip Seattle Conf ltr NObs-779 Ser 107-082 of 9 May 1956 ✓
(Inclusified - 10/0 encls.)

1. Reference (a) forwarded a preliminary mobilization plan for transferring shipyard facilities to Todd Shipyards Corporation.
2. The following comments are submitted regarding the proposed plan:

Item 2d. Building 205 should be included in this transfer period. The only function of Building 205 is to furnish heat to the office space of Building 203. As proposed, Building 205 would be transferred in 60 days with the unheated warehouse section. Item 2d also refers to a Whidbey crane, which should be corrected to read Whirley crane, or traveling gantry crane. It is suggested that Berth "H" at Pier 3 be selected by Todd since this pier was recently reconstructed. Pier 4 is unusable at the present time because of deterioration.

Item 2g. transfer Building 330 in 15 days. Since this building is used by security the phasing should be 40 days. Also, Buildings No. 425 Transformer Shed, No. 426 Compressor Shed, No. 513 Compressor Shed and No. 514 Transformer Shed should be 60 days rather than 15 days. These

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buildings are part of the light, power and air systems which are to be transferred in 60 days. The air supplies the dry pipe sprinkler systems which are also to be transferred in 60 days.

Item 2i. Building 557, Transformer and Switch Shed, should be transferred in 60 days for reasons previously mentioned. It is recommended all toilet buildings be taken over by Todd as soon after M-Day as possible. The buildings are closed at the present time and are available for immediate occupancy.

Item 2k. The hospital wing of Building 540 is the same section transferred under Item 2d.

Item 2l. Buildings 124 and 125 were constructed by the Naval Station, consequently are not a part of the Industrial Reserve Shipyard. In order to make Building 391 available to Todd on the phased take-over date, it is planned to move the Public Works garage to Buildings 124 and 125. Therefore, it is requested that the Naval Station be permitted to use these buildings on a permit basis after M+60 days.

3. The Naval Station is desirous of Todd taking over buildings and facilities as soon as they are available, especially those buildings and facilities that are vacant or not used for Station purposes.

E. L. LUGIBHL

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COMDR TacGru

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Project - MMO-928003

DATE RECEIVED FOR MAY 1956

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FROM

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25 May 1956

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THEIR SERIAL OR FILE NUMBER

SunShips&InsOrd, Seattle

Serial 051

SUBJECT

Naval Industrial Reserve Shipyard (U.S. Naval Station) Tacoma, Washington, preliminary mobilization plans for transfer of shipyard facilities from Naval Station to Todd Shipyards Corporation review of -

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DPWD FILE NO.
Ser 107-043

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By: PCL NARA Date 5/16/95

SUPERVISOR OF SHIPBUILDING, USN
AND
NAVAL INSPECTOR OF ORDNANCE
2400 - 11th Avenue S.W.
Seattle 4, Washington

NObs-779
Ser 107-043
6 November 1956

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From: Supervisor of Shipbuilding, USN, and Naval Inspector of Ordnance, Seattle
To: District Public Works Officer, Thirteenth Naval District
Subj: Naval Industrial Reserve Shipyard (U.S. Naval Station), Tacoma, Washington development of detailed plans for transfer of shipyard facilities upon mobilization from Naval Station to Todd Shipyards Corporation, agreements required; request for

Ref: (a) ASTSECNAV (MAT) ltr of 7 Nov 1955 to CNO, BUSHIPS, BUSANDA, HUDOCKS and General Counsel w/encl no copy made - 31 Oct 57
(b) CNO ltr Op-442c/41 ser 4339P44 of 28 Nov 1955 to BUSHIPS - *Operation - copy filed*
(c) BUSHIPS ltr NS/14 (762) QM/Todd Shipyards ser 762-8 of 6 Jan 1956 *L7 w/attach*
(d) SUPSHIP-INSORD Seattle Conf ltr NObs-779 ser 105-075 of 25 May 1955 to COMTHIRTEEN *copy attached*
(e) SUPSHIP-INSORD Seattle Secret ltr A16 ser 107-001 of 6 Jan 1956 to COMTHIRTEEN *signature - copy attached*
(f) COMTHIRTEEN Secret spdltr Code 004 A16-1(43) ser 004-0022 of 30 Oct 1956 *AIM Re. ltr - not a record*

1. In accordance with the requirements of references (a) - (c), it is requested that suitable unequivocal agreements be drafted in order that an orderly transfer of the Naval Industrial Reserve Shipyard, Tacoma facilities and the corresponding responsibilities can be accomplished upon mobilization.

2. To assist you in the drafting of the necessary agreements (permits, licenses, or rights of entry), the following data are forwarded for your guidance in determining the number, type, and scope of the agreements required:

a. In order to avoid the type of confusion which existed at the time the subject plant was transferred from Todd Shipyards Corporation to the Navy at the end of World War II, it is mandatory that unequivocal agreements be prepared as to the responsibility for maintenance, security (including fire and perimeter protection), and accountability for property for specific areas during the various phases of transfer of occupancy.

b. All transfer agreements will be based on the planning contained in reference (d) as modified by references (e) and (f), and the detailed phasing contained herein.

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NObs-779
 Ser 107-043
 6 November 1956

c. Upon mobilization (D-Day), the Todd Shipyards Corporation shall be granted "right of entry" to the subject shipyard.

d. On D+2 days, the Todd Shipyards Corporation shall occupy the following buildings and/or areas which shall be transferred to Todd immediately on occupancy:

<u>Y&D Bldg. No.</u>	<u>Todd Bldg. No.</u>	<u>Identification</u>
208	P-70	Heating Plant #9
209	109	Personnel Office
318	P-48	Guard House Gate 1
203	103	Warehouse (office spaces only)
205	P-64	Heating Plant #8
421	P-35	Toilet
422	P-36	Toilet
540	40	Office spaces (partial)
573	P-12	Toilet
576	76	Rigger-Sailmaker Loft
Shipways 1 thru 8		
Craneways 1 thru 9 including cranes		

Todd shall be granted the non-exclusive right to use Berth "J" at Pier 4 and the adjacent Whirley crane for the purpose of unloading supplies and material. (If due to deterioration Pier 4 can not be used, a suitable berth at Pier 3 will be made available for this purpose.)

e. On D+5 days, the Todd Shipyards Corporation shall occupy the following buildings and/or areas which shall be transferred to Todd immediately on occupancy:

<u>Y&D Bldg. No.</u>	<u>Todd Bldg. No.</u>	<u>Identification</u>
592	92	Control Warehouse
512	12	Time Office & Women's Gate
All railroad trackage		

f. On D+10 days, the Todd Shipyards Corporation shall occupy the following buildings and/or areas which shall be transferred to Todd immediately on occupancy:

<u>Y&D Bldg. No.</u>	<u>Todd Bldg. No.</u>	<u>Identification</u>
201	P-59	Tool Storage
321	21	Control Warehouse
409	9	Wash Room

g. On D+15 days, the Todd Shipyards Corporation shall occupy the following buildings and/or areas which shall be transferred to Todd immediately on occupancy:

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NObs-779
 Ser 107-043
 6 November 1956

<u>Y&D Bldg. No.</u>	<u>Todd Bldg. No.</u>	<u>Identification</u>
423	P-34	Tool Room
510	10	Cafeteria
544	44	Mold Loft
545	P-42	Toilet

h. On D+20 days, the Todd Shipyards Corporation shall occupy the following buildings and/or areas which shall be transferred to Todd immediately on occupancy:

<u>Y&D Bldg. No.</u>	<u>Todd Bldg. No.</u>	<u>Identification</u>
580	80	Stores Dept.

i. On D+30 days, the Todd Shipyards Corporation shall occupy the following buildings and/or areas which shall be transferred to Todd immediately on occupancy:

<u>Y&D Bldg. No.</u>	<u>Todd Bldg. No.</u>	<u>Identification</u>
204	P-68	Steel Yard Toilet
317	P-47	Time Gate 3
341	41	Machine Shop
343	43	Acetylene Generator House
364	P-55	Motor Generator House
391	91	Electric Shop
394	P-58	Time Gate 6
397	97	Sheet Metal-Pipe Shop
406	P-45	Toilet
407	7	Steel Shed "B"
511	-	Service Station
520	20	Assembly Bldg.
523	P-53	Office
526	26.	Bending Furnace
532	32	Steel Shed "A"
540	40	Office (Balance)
548	48	Acetylene Generator
552	52	Maintenance Shop
554	54	Tool Room
588	88	Shops
591	P-4	Toilet
594	P-2	Toilet
596	96	Paint Shop

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NObs-779
 Ser 107-043
 6 November 1956

j. On D+40 days, the Todd Shipyards Corporation shall occupy the following buildings and/or areas which shall be transferred to Todd immediately on occupancy:

<u>Y&D Bldg. No.</u>	<u>Todd Bldg. No.</u>	<u>Identification</u>
340	P-52	Vault

k. On D+45 days, the Todd Shipyards Corporation shall occupy the following buildings and/or areas which shall be transferred to Todd immediately on occupancy:

<u>Y&D Bldg. No.</u>	<u>Todd Bldg. No.</u>	<u>Identification</u>
395	95	Office
398	P-56	Office
399	99	Offices
540	40	Hospital
542	42	Garage

l. On D+60 days, the Todd Shipyards Corporation shall occupy the following buildings and/or areas which shall be transferred to Todd immediately on occupancy:

<u>Y&D Bldg. No.</u>	<u>Todd Bldg. No.</u>	<u>Identification</u>
117	-	Firefighting School
118	-	Trash Burner
119	119	Office - Lockers
120	-	Firewater Storage Tank
121	-	Firewater Storage Tank
123	-	Firewater Storage Tank
140	-	Firefighting School Storage
203	103	Warehouse (Balance)
205	P-64	Heating Plant #8
206	P-63	Time Gate 10
207	P-62	Guard House - Gate 10
210	P-60	Cable Shed
211	P-61	Cable Shed
319	19	Timeograph
322	121	Boiler House #2
323	23	Main Office
329	29	Employees Relations
330	P-54	Personnel Gate & Guard House Gate #8
331	31	Administration
333	33	Fire Station

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NObs-779
Ser 107-043
6 November 1956

<u>Y&D Bldg. No.</u>	<u>Todd Bldg. No.</u>	<u>Identification</u>
335	35	Substation #3
339	39	Womens Facilities
344	P-69	Substation #3A
350	P-50	Compressor Shed #12
351	51	Hospital - School
356	P-49	Transformer-Switch Shed
361	61	Pipe Treating
362	-	Elevated Water Tank
363	63	Lumber Shed
365	65	Welders Training
381	81	Steel Construction
389	-	Transformer Vault
390	-	Storage
392	P-57	Guard House - Gate 6
393	93	Sheet Metal Shop
411	11	Substation #2
420	P-37	Transformer Shed
425	P-32	Transformer Shed
426	-	Compressor Shed
513	P-19	Compressor Shed
514	P-19	Transformer Shed
524	24	Office
525	25	Guard Office
529	-	Central Heating Plant
534	34	Oxygen Shed
538	38	Store
541	-	Elevated Water Tank
546	46	Boiler House #1
547	98	Transformer Shed
549	98	Compressor Shed
556	56	Substation #1
568	68	Blacksmith Shop
574	P-9	Transformer Shed
575	P-13	Toilet
582	P-10	Transformer Shelter
583	P-11	Compressor Shed
584	P-8	Compressor Shed
585	P-8	Transformer Shed
586	P-26	Substation #5
587	P-5	Transformer & Switch Shed
589	P-5	Compressor Shed
590	P-6	Compressor Shed
593	P-3	Compressor Shed
597	-	Storage

All piers with the exception of the commissioning pier. (The minimum amount of pier space required by the Tacoma Group consists of the following:

Pier No. 1 - Berths ABLE, ABLE-PRIME, BAKER, BAKER-PRIME.
Pier No. 2 - Berths CHARLIE and DOG.
Pier No. 3 - Berths EASY, FOX, GEORGE and HOW.)

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Ser 107-043

6 November 1956

m. On D+180 days, the Todd Shipyards Corporation shall occupy the following buildings and/or areas which shall be transferred to Todd immediately on occupancy:

<u>Y&D Bldg. No.</u>	<u>Todd Bldg. No.</u>	<u>Identification</u>
50	110	Commissioning Warehouse
51	112	Utility Bldg.
54	114	Gate House
Commissioning Pier		

Approximately 410,000 square feet of open storage area adjacent to and connecting the facilities listed in this paragraph.

n. All other buildings and/or areas not specifically listed herein and forming a part of the Industrial Reserve Shipyard facilities (with the exception of those facilities listed in paragraph m above) shall be transferred to Todd Shipyards Corporation within D+60 days.

o. Utility Services and General Information:

(1) Buildings and Structures

The U. S. Naval Station, Tacoma will cease maintenance on buildings and structures whenever they are transferred to Todd or on the phased take-over date whichever is the earlier. Maintenance includes all repair and upkeep on all the facilities, appurtenances, machine tools and equipment contained therewith.

(2) Sprinkler Systems, Compressed Air Systems:

The U. S. Naval Station, Tacoma will be responsible for the maintenance and operation of the existing systems for a period of D+60 days. Todd will gradually assume the maintenance and operation of the systems, completing the take-over in D+60 days.

(3) Light and Power, Water Systems:

The present contracts with the Tacoma City Light and City of Tacoma respectively require a thirty day termination notice. The Naval Station, Tacoma will operate and maintain all systems to D+60 days. Todd will gradually assume maintenance and operations of the systems, completing the take-over in D+60 days.

(4) Heating Plants, Hot Water, Steam Distribution Systems:

The U. S. Naval Station, Tacoma will maintain and operate the existing heating plants and distribution systems to D+60 days except the plant and system located in Building No. 51 (Todd No. 112) which will be maintained and operated to D+180 days. Todd will gradually assume maintenance

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